State of California
Department of California Highway Patrol

TOW SERVICE AGREEMENT

2014/2015 BALDWIN PARK AREA ADDENDUM
(REV. 5-14)

Tow Service Agreement Addendum 2014/2015

The Area commander is afforded administrative discretion in certain elements of the California Highway Patrol (CHP) Tow Service Agreement (TSA), Revision 05-14. This addendum, lists the conditions and guidelines, determined by the Area commander, which will be applicable to the Baldwin Park Area for the term of the agreement. The TSA, as well as the addendum will be strictly enforced.

Element 1, Section B

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

Baldwin Park Area Addendum to Element 1, Section B:

- Maximum response time(s):

  Class A (light duty) tow trucks - 20 minutes.
  Class A (light duty) tow trucks - 15 minutes
  (freeway call with unobstructed lanes).
  Class B (medium duty) tow trucks - 20 minutes.
  Class C (heavy duty) tow trucks - 30 minutes.
  Class D (super heavy duty) tow trucks - 30 minutes.

- Reasonable rates: Not to exceed ten (10) percent of the average of all submitted rates in each category (including Special Equipment).

- Minimum number of trucks: To maintain a class "A" tow truck listing, each tow company shall have a minimum of five (5) CHP approved tow trucks on duty. Two (2) of these trucks must be a car carrier. All companies must have two trucks available for 24 hour response. If less than five trucks are in service for any period to exceed twenty four hours, the operator shall immediately notify the Area commander. The operator will be removed from the rotation until the minimum number of trucks are returned to service. Failure to notify the Area commander of less than five trucks in service will result in a suspension.

Element 1, Section 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."

Baldwin Park Area Addendum to Element 1, Section C:

- To meet the specific Area needs, the Area commander has established a Maximum Radius distance range, from the location of a business office, to within the tow districts an operator may provide service for.

- Maximum Radius:
  Class A (light duty) – 5 miles
  Class B (medium duty) – 5 miles
  Class C (heavy duty) – 10 miles
  Class D (super heavy duty) – none

- The Maximum Radius distance range must extend into a majority portion of the tow district the operator is providing service for, unless specific exceptions have been made with the Area commander.

- Maximum Radius distance will be measured using the radius distance feature on Microsoft Streets & Trips.

Element 2, Sections G, (2), (a), (2)

"The operator assigned the initial call may, subject to a prior written addendum, request a specific operator for assistance to meet the one (1) Class D tow truck and one (1) Class C tow truck, or two (2) Class C tow trucks."

Baldwin Park Area Addendum to Element 2, Sections G, (2):

- Based on the specific needs of the Baldwin Park Area, the Area commander will allow a tow operator to request assistance from a specific operator that participates in the Baldwin Park Area Rotation Tow Program, to meet the one (1) Class D tow truck and one (1) Class C tow truck requirements. The specific operator must be designated prior to qualifying a tow operator for the Salvage and Recovery Tow List.

Element 3, Sections C (2)

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

Baldwin Park Area Addendum to Element 3, Sections C (2):

- The qualified manager shall establish an e-mail address where business correspondence can be sent to. The manager or his/her designee shall be responsible for checking for correspondences from the California Highway Patrol, Baldwin Park Area on business days. The manager shall also be responsible for immediately forwarding correspondences to an affected employee. A correspondence letter shall be considered sent and received on the date it is e-mailed from the California Highway Patrol, Baldwin Park Area to the manager and the affected employee.

Element 3, Section J

"The operator shall maintain a current list of drivers."

Baldwin Park Area Addendum to Element 3, Section J:

- The Baldwin Park Area tow officer shall be immediately informed via e-mail of any deletion of tow drivers from the current list of drivers. An updated driver list shall be sent to the tow officer via e-mail no later than two (2) days after any change.

Element 6, Section G

"Area commanders may establish local policy which allows an operator to dispatch more than one tow truck to a multiple vehicle collision scene in response to a rotation tow call."

Baldwin Park Area Addendum to Element 6, Section G:

- An operator may dispatch more than one (1) truck to a multiple vehicle collision, but there shall not be any additional charges for any personnel or equipment that was not necessary to perform the required service(s).

State of California
Department of California Highway Patrol

TOW SERVICE AGREEMENT

2014/2015 BALDWIN PARK AREA ADDENDUM
(REV. 5-14)

Element 11, Sections F (1)

"The operator whose trucks have successfully passed the initial annual inspection, by more that 50 percent, but still have some tow trucks which failed, shall be allowed one re-inspection for those failed tow trucks."

Baldwin Park Area Addendum to Element 11, Sections F (1):

- Re-inspection shall be performed within thirty (30) days of the primary inspection. Exceptions may be allowed on an individual basis due to unforeseen circumstances.

Area Approval:

S. URREA, Captain
Commander, Baldwin Park Area

5/20/14
Date

Division Approval:

FOR: D. BOWER, Chief
Commander, Southern Division

6/23/14
Date

State of California
Department of California Highway Patrol
TOW SERVICE AGREEMENT
2015/2016 BALDWIN PARK AREA ADDENDUM
(REV. 5-15)

Tow Service Agreement Addendum 2015/2016

The Area commander is afforded administrative discretion in certain elements of the California Highway Patrol (CHP) Tow Service Agreement (TSA). This addendum, lists the conditions and guidelines, determined by the Area commander, which will be applicable to the Baldwin Park Area for the term of the agreement. The TSA, as well as the addendum will be strictly enforced.

Element 1, Section B

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

Baldwin Park Area Addendum to Element 1, Section B:

- Maximum response time(s):

  Class A (light duty) tow trucks - 20 minutes.
  Class A (light duty) tow trucks - 15 minutes
  (freeway call with unobstructed lanes).
  Class B (medium duty) tow trucks - 20 minutes.
  Class C (heavy duty) tow trucks - 30 minutes.
  Class D (super heavy duty) tow trucks - 30 minutes.

- Reasonable rates: Not to exceed ten (10) percent of the average of all submitted rates in each category (including Special Equipment).

- Minimum number of trucks: To maintain a class "A" tow truck listing, each tow company shall have a minimum of five (5) CHP approved tow trucks on duty. Two (2) of these trucks must be a car carrier. All companies must have two trucks available for 24 hour response. If less than five trucks are in service for any period to exceed twenty four hours, the operator shall immediately notify the Area commander. The operator will be removed from the rotation until the minimum number of trucks are returned to service. Failure to notify the Area commander of less than five trucks in service will result in a suspension.

- Baldwin Park Area Tow Districts requiring snow chains: Due to seasonal snow conditions on the mountain roads, tow operators assigned to Tow District 2, Tow District 3, and Tow District 4, shall be required to equip at least two Class A tow trucks with snow chains.

Element 1, Section 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."

Baldwin Park Area Addendum to Element 1, Section C:

- To meet the specific Area needs, the Area commander has established a Maximum Radius distance range, from the location of a business office, to within the tow districts an operator may provide service for.

- Maximum Radius:
  Class A (light duty) – 5 miles
  Class B (medium duty) – 5 miles
  Class C (heavy duty) – 10 miles
  Class D (super heavy duty) – none

- The Maximum Radius distance range must extend into a majority portion of the tow district the operator is providing service for, unless specific exceptions have been made with the Area commander.

- Maximum Radius distance will be measured using the radius distance feature on Microsoft Streets & Trips.

Element 2, Sections G, (2), (a), (2)

"The operator assigned the initial call may, subject to a prior written addendum, request a specific operator for assistance to meet the one (1) Class D tow truck and one (1) Class C tow truck, or two (2) Class C tow trucks."

Baldwin Park Area Addendum to Element 2, Sections G, (2):

- Based on the specific needs of the Baldwin Park Area, the Area commander will allow a tow operator to request assistance from a specific operator that participates in the Baldwin Park Area Rotation Tow Program, to meet the one (1) Class D tow truck and one (1) Class C tow truck requirements. The specific operator must be designated prior to qualifying a tow operator for the Salvage and Recovery Tow List.

Element 3, Sections C (2)

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

Baldwin Park Area Addendum to Element 3, Sections C (2):

- The qualified manager shall establish an e-mail address where business correspondence can be sent to. The manager or his/her designee shall be responsible for checking for correspondences from the California Highway Patrol, Baldwin Park Area on business days. The manager shall also be responsible for immediately forwarding correspondences to an affected employee. A correspondence letter shall be considered sent and received on the date it is e-mailed from the California Highway Patrol, Baldwin Park Area to the manager and the affected employee.

Element 3, Section J

"The operator shall maintain a current list of drivers."

Baldwin Park Area Addendum to Element 3, Section J:

- The Baldwin Park Area tow officer shall be immediately informed via e-mail of any deletion of tow drivers from the current list of drivers. An updated driver list shall be sent to the tow officer via e-mail no later than two (2) days after any change.

Element 6, Section G

"Area commanders may establish local policy which allows an operator to dispatch more than one tow truck to a multiple vehicle collision scene in response to a rotation tow call."

Baldwin Park Area Addendum to Element 6, Section G:

- An operator may dispatch more than one (1) truck to a multiple vehicle collision, but there shall not be any additional charges for any personnel or equipment that was not necessary to perform the required service(s).

Element 11, Sections F (1)

"The operator whose trucks have successfully passed the initial annual inspection, by more that 50 percent, but still have some tow trucks which failed, shall be allowed one re-inspection for those failed tow trucks."

Baldwin Park Area Addendum to Element 11, Sections F (1):

- Re-inspection shall be performed within thirty (30) days of the primary inspection. Exceptions may be allowed on an individual basis due to unforeseen circumstances.

Area Approval:

S. URREA, Captain
Commander, Baldwin Park Area

5/11/15
Date

Division Approval:

W. DANCE, Acting Chief
Commander, Southern Division

5/18/15
Date

OPERATOR APPROVAL

I certify that I have read and understand the **Baldwin Park Area Addendum to the 2015-2016 Tow Service Agreement** and agree to abide by all of its 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 this agreement, 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 agreement. The operator, and the agents and employees of the operator, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California. The terms of this agreement will become effective July 1, 2015 and end June 30, 2016.

Company:_____

Signature:_____ **Date:** _____

Printed Name:_____

State of California
Department of California Highway Patrol

TOW SERVICE AGREEMENT

2016/2017 BALDWIN PARK AREA ADDENDUM
(REV. 5-16)

Tow Service Agreement Addendum 2016/2017

The Area commander is afforded administrative discretion in certain elements of the California Highway Patrol (CHP) Tow Service Agreement (TSA). This addendum, lists the conditions and guidelines, determined by the Area commander, which will be applicable to the Baldwin Park Area for the term of the agreement. The TSA, as well as the addendum will be strictly enforced.

Element 1, Section B

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

Baldwin Park Area Addendum to Element 1, Section B:

- Maximum response time(s):

  Class A (light duty) tow trucks - 20 minutes.
  Class A (light duty) tow trucks - 15 minutes
  (freeway call with unobstructed lanes).
  Class B (medium duty) tow trucks - 20 minutes.
  Class C (heavy duty) tow trucks - 30 minutes.
  Class D (super heavy duty) tow trucks - 30 minutes.

- Reasonable rates: Not to exceed five (5) percent of the average of all submitted rates in each category (including Special Equipment).

- Minimum number of trucks: To maintain a class "A" tow truck listing, each tow company shall have a minimum of five (5) CHP approved tow trucks on duty. Two (2) of these trucks must be a car carrier. All companies must have two trucks available for 24 hour response. If less than five trucks are in service for any period to exceed twenty four hours, the operator shall immediately notify the Area commander. The operator will be removed from the rotation until the minimum number of trucks are returned to service. Failure to notify the Area commander of less than five trucks in service will result in a suspension.

- Baldwin Park Area Tow Districts requiring snow chains: Due to seasonal snow conditions on the mountain roads, tow operators assigned to Tow District 2, Tow District 3, and Tow District 4, shall be required to equip at least two Class A tow trucks with snow chains.

Baldwin Park Area Addendum to Element 1, Section B (continued):

- The qualified manager shall establish an e-mail address where business correspondence can be sent to. The manager or his/her designee shall be responsible for checking for correspondences from the California Highway Patrol, Baldwin Park Area on business days. The manager shall also be responsible for immediately forwarding correspondences to an affected employee. A correspondence letter shall be considered sent and received on the date it is e-mailed from the California Highway Patrol, Baldwin Park Area to the manager and the affected employee.

Element 1, Section 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."

Baldwin Park Area Addendum to Element 1, Section C:

- To meet the specific Area needs, the Area commander has established a Maximum Radius distance range, from the location of a business office, to within the tow districts an operator may provide service for.

- Maximum Radius:
  Class A (light duty) – 5 miles
  Class B (medium duty) – 5 miles
  Class C (heavy duty) – 10 miles
  Class D (super heavy duty) – none

- The Maximum Radius distance range must extend into a majority portion of the tow district the operator is providing service for, unless specific exceptions have been made with the Area commander.

- Maximum Radius distance will be measured using the radius distance feature on Microsoft Streets & Trips.

Element 11, Sections F (1)

"The operator whose trucks have successfully passed the initial annual inspection, by more that 50 percent, but still have some tow trucks which failed, shall be allowed one re-inspection for those failed tow trucks."

Baldwin Park Area Addendum to Element 11, Sections F (1):

- Re-inspection shall be performed within thirty (30) days of the primary inspection. Exceptions may be allowed on an individual basis due to unforeseen circumstances.

Area Approval:

S. URREA, Captain
Commander, Baldwin Park Area

5/5/16
Date

Division Approval:

Asst. Chief
For

W. SIEGL, Chief
Commander, Southern Division

6/13/16
Date

OPERATOR APPROVAL

I certify that I have read and understand the **Baldwin Park Area Addendum to the 2016-2017 Tow Service Agreement** and agree to abide by all of its 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 this agreement, 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 agreement. The operator, and the agents and employees of the operator, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California. The terms of this agreement will become effective July 1, 2016 and end June 30, 2017.

Company:_____

Signature:_____ **Date:** _____

Printed Name:_____

State of California
Department of California Highway Patrol
BALDWIN PARK AREA ADDENDUM 2016-2017

State of California
Department of California Highway Patrol

TOW SERVICE AGREEMENT

2017/2018 BALDWIN PARK AREA ADDENDUM
(REV. 5-17)

Tow Service Agreement Addendum 2017/2018

The Area commander is afforded administrative discretion in certain elements of the California Highway Patrol (CHP) Tow Service Agreement (TSA). This addendum, lists the conditions and guidelines, determined by the Area commander, which will be applicable to the Baldwin Park Area for the term of the agreement. The TSA, as well as the addendum will be strictly enforced.

Element 1, Section B

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

Baldwin Park Area Addendum to Element 1, Section B:

- Maximum response time(s):
  Class A (light duty) tow trucks - 20 minutes.
  Class A (light duty) tow trucks - 15 minutes
  (freeway call with unobstructed lanes).
  Class B (medium duty) tow trucks - 20 minutes.
  Class C (heavy duty) tow trucks - 30 minutes.
  Class D (super heavy duty) tow trucks - 30 minutes.

- Reasonable rates: Not to exceed five (5) percent of the average of all submitted rates in each category (including Special Equipment).

- Minimum number of trucks: To maintain a class "A" tow truck listing, each tow company shall have a minimum of five (5) CHP approved tow trucks on duty. Two (2) of these trucks must be a car carrier. All companies must have two trucks available for 24 hour response. If less than five trucks are in service for any period to exceed twenty four hours, the operator shall immediately notify the Area commander. The operator will be removed from the rotation until the minimum number of trucks are returned to service. Failure to notify the Area commander of less than five trucks in service will result in a suspension.

- Baldwin Park Area Tow Districts requiring snow chains: Due to seasonal snow conditions on the mountain roads, tow operators assigned to Tow District 2, Tow District 3, and Tow District 4, shall be required to equip at least two Class A tow trucks with snow chains.

Baldwin Park Area Addendum to Element 1, Section B (continued):

- The qualified manager shall establish an e-mail address where business correspondence can be sent to. The manager or his/her designee shall be responsible for checking for correspondences from the California Highway Patrol, Baldwin Park Area on business days. The manager shall also be responsible for immediately forwarding correspondences to an affected employee. A correspondence letter shall be considered sent and received on the date it is e-mailed from the California Highway Patrol, Baldwin Park Area to the manager and the affected employee.

Element 1, Section 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, with justification, from the Area commander in order to meet specific Area needs."

Baldwin Park Area Addendum to Element 1, Section C:

- To meet the specific Area needs, the Area commander has established a Maximum Radius distance range, from the location of a business office, to within the tow districts an operator may provide service for.

- Maximum Radius:
  Class A (light duty) – 5 miles
  Class B (medium duty) – 5 miles
  Class C (heavy duty) – 10 miles
  Class D (super heavy duty) – none

- The Maximum Radius distance range must extend into a majority portion of the tow district the operator is providing service for, unless specific exceptions have been made with the Area commander.

Area Approval:

G. T. HAMMOND, Captain
Commander, Baldwin Park Area

6/20/17
Date

Division Approval:

Mark Leuck FOR
C. O'QUINN, Chief
Commander, Southern Division

6/30/17
Date

State of California
Department of California Highway Patrol
TOW SERVICE AGREEMENT
2018/2019 BALDWIN PARK AREA ADDENDUM
(REV. 6-18)

Tow Service Agreement Addendum 2018/2019

The Area commander is afforded administrative discretion in certain elements of the California Highway Patrol (CHP) Tow Service Agreement (TSA). This addendum, lists the conditions and guidelines, determined by the Area commander, which will be applicable to the Baldwin Park Area for the term of the agreement. The TSA, as well as the addendum will be strictly enforced.

Element 1, Section B

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

Baldwin Park Area Addendum to Element 1, Section B:

- Maximum response time(s):
  Class A (light duty) tow trucks - 20 minutes.
  Class A (light duty) tow trucks - 15 minutes
  (freeway call with unobstructed lanes).
  Class B (medium duty) tow trucks - 20 minutes.
  Class C (heavy duty) tow trucks - 30 minutes.
  Class D (super heavy duty) tow trucks - 30 minutes.

- Reasonable rates: Not to exceed five (5) percent of the average of all submitted rates in each category (including Special Equipment).

- Minimum number of trucks: To maintain a class "A" tow truck listing, each tow company shall have a minimum of five (5) CHP approved tow trucks on duty. Two (2) of these trucks must be a car carrier. All companies must have two trucks available for 24 hour response. If less than five trucks are in service for any period to exceed twenty four hours, the operator shall immediately notify the Area commander. The operator will be removed from the rotation until the minimum number of trucks are returned to service. Failure to notify the Area commander of less than five trucks in service will result in a suspension.

- Baldwin Park Area Tow Districts requiring snow chains: Due to seasonal snow conditions on the mountain roads, tow operators assigned to Tow District 2, Tow District 3, and Tow District 4, shall be required to equip at least two Class A tow trucks with snow chains.

Baldwin Park Area Addendum to Element 1, Section B (continued):

- The qualified manager shall establish an e-mail address where business correspondence can be sent to. The manager or his/her designee shall be responsible for checking for correspondences from the California Highway Patrol, Baldwin Park Area on business days. The manager shall also be responsible for immediately forwarding correspondences to an affected employee. A correspondence letter shall be considered sent and received on the date it is e-mailed from the California Highway Patrol, Baldwin Park Area to the manager and the affected employee.

Element 1, Section 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, with justification, from the Area commander in order to meet specific Area needs."

Baldwin Park Area Addendum to Element 1, Section C:

- To meet the specific Area needs, the Area commander has established a Maximum Radius distance range, from the location of a business office, to within the tow districts an operator may provide service for.

- Maximum Radius:
  Class A (light duty) – 5 miles
  Class B (medium duty) – 5 miles
  Class C (heavy duty) – 10 miles
  Class D (super heavy duty) – none

- The Maximum Radius distance range must extend into a majority portion of the tow district the operator is providing service for, unless specific exceptions have been made with the Area commander.

Area Approval:

S C Estrem — 052918

S. C. ESTREM, Captain
Commander, Baldwin Park Area

Date

Division Approval:

C. O'Quinn — 6-7-18

C. O'QUINN, Chief
Commander, Southern Division

Date

OPERATOR APPROVAL

I certify that I have read and understand the **Baldwin Park Area Addendum to the 2018-2019 Tow Service Agreement** and agree to abide by all of its 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 this agreement, 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 agreement. The operator, and the agents and employees of the operator, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California. The terms of this agreement will become effective July 1, 2018 and end June 30, 2019.

Company:_____

Signature:_____ **Date:** _____

Printed Name:_____

State of California
Department of California Highway Patrol
TOW SERVICE AGREEMENT
2019/2020 BALDWIN PARK AREA ADDENDUM
(REV. 5-19)

Tow Service Agreement Addendum 2019/2020

The Area commander is afforded administrative discretion in certain elements of the California Highway Patrol (CHP) Tow Service Agreement (TSA). This addendum, lists the conditions and guidelines, determined by the Area commander, which will be applicable to the Baldwin Park Area for the term of the agreement. The TSA, as well as the addendum will be strictly enforced.

Element 1, Section B

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

Baldwin Park Area Addendum to Element 1, Section B:

- Maximum response time(s):
  Class A (light duty) tow trucks - 20 minutes.
  Class A (light duty) tow trucks - 15 minutes
  (freeway call with unobstructed lanes).
  Class B (medium duty) tow trucks - 20 minutes.
  Class C (heavy duty) tow trucks - 30 minutes.
  Class D (super heavy duty) tow trucks - 30 minutes.

- Minimum number of trucks: To maintain a class "A" tow truck listing, each tow company shall have a minimum of five (5) CHP approved tow trucks on duty. Two (2) of these trucks must be a car carrier. All companies must have two trucks available for 24 hour response. If less than five trucks are in service for any period to exceed twenty four hours, the operator shall immediately notify the Area commander. The operator will be removed from the rotation until the minimum number of trucks are returned to service. Failure to notify the Area commander of less than five trucks in service will result in a suspension.

- Baldwin Park Area Tow Districts requiring snow chains: Due to seasonal snow conditions on the mountain roads, tow operators assigned to Tow District 2, Tow District 3, and Tow District 4, shall be required to equip at least two Class A tow trucks with snow chains.

OMC 5-28-19

Baldwin Park Area Addendum to Element 1, Section B (continued):

- The qualified manager shall establish an e-mail address where business correspondence can be sent to. The manager or his/her designee shall be responsible for checking for correspondences from the California Highway Patrol, Baldwin Park Area on business days. The manager shall also be responsible for immediately forwarding correspondences to an affected employee. A correspondence letter shall be considered sent and received on the date it is e-mailed from the California Highway Patrol, Baldwin Park Area to the manager and the affected employee.

Element 1, Section 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, with justification, from the Area commander in order to meet specific Area needs."

Baldwin Park Area Addendum to Element 1, Section C:

- To meet the specific Area needs, the Area commander has established a Maximum Radius distance range, from the location of a business office, to within the tow districts an operator may provide service for.

- Maximum Radius:
  Class A (light duty) – 5 miles
  Class B (medium duty) – 5 miles
  Class C (heavy duty) – 10 miles
  Class D (super heavy duty) – none

- The Maximum Radius distance range must extend into a majority portion of the tow district the operator is providing service for, unless specific exceptions have been made with the Area commander.

Area Approval:

S. C. ESTREM, Captain
Commander, Baldwin Park Area

5/20/19
Date

Division Approval:

M. GARRETT, Chief
Commander, Southern Division

6/4/19
Date

OPERATOR APPROVAL

I certify that I have read and understand the **Baldwin Park Area Addendum to the 2019-2020 Tow Service Agreement** and agree to abide by all of its 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 this agreement, 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 agreement. The operator, and the agents and employees of the operator, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California. The terms of this agreement will become effective July 1, 2019 and end June 30, 2020.

Company:_____

Signature:_____ **Date:** _____

Printed Name:_____

State of California
Department of California Highway Patrol
BALDWIN PARK AREA ADDENDUM 2019-2020

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

TOW SERVICE AGREEMENT

2021-2022 BALDWIN PARK AREA ADDENDUM

Effective July 1, 2021 - June 30, 2022
(REV. 4-21)

2021-2022 Tow Service Agreement Addendum

The Area commander is afforded administrative discretion in certain elements of the California Highway Patrol (CHP) Tow Service Agreement (TSA). This addendum extension, lists the conditions and guidelines, determined by the Area commander, which will be applicable to the Baldwin Park Area for the term of the agreement. The terms of this TSA Addendum will become effective July 1, 2021 and end June 30, 2022. The TSA, as well as the addendum will be strictly enforced.

Element 1, Section B

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

Baldwin Park Area Addendum to Element 1, Section B:

- Maximum response time(s):
  - Class A (light duty) tow trucks – 20 minutes
  - Class A (light duty) tow trucks - 15 minutes (freeway call with unobstructed lanes).
  - Class B (medium duty) tow trucks – 20 minutes
  - Class C (heavy duty) tow trucks – 30 minutes
  - Class D (super heavy duty) tow trucks – 30 minutes

- Response to calls exceeding 10 minutes past the maximum response time, without presence of unusual circumstances, will result in a written reprimand for the first occurrence and may result in suspension or termination for subsequent occurrences.

- Minimum number of trucks: To maintain a class "A" tow truck listing, each tow company shall have a minimum of five (5) CHP approved tow trucks on duty. Two (2) of these trucks must be a car carrier. All companies must have two trucks available for 24 hour response. If less than five trucks are in service for any period to exceed twenty four hours, the operator shall immediately notify the Area commander. The operator will be removed from the rotation until the minimum number of trucks are returned to service. Failure to notify the Area commander of less than five trucks in service will result in a suspension.

- Baldwin Park Area Tow Districts requiring snow chains: Due to seasonal snow conditions on the mountain roads, tow operators assigned to Tow District 2, Tow District 3, and Tow District 4, shall be required to equip at least two Class A tow trucks with snow chains.

Baldwin Park Area Addendum to Element 1, Section B (continued):

- The qualified manager shall establish an e-mail address where business correspondence can be sent to. The manager or his/her designee shall be responsible for checking for correspondences from the California Highway Patrol, Baldwin Park Area on business days. The manager shall also be responsible for immediately forwarding correspondences to an affected employee. A correspondence letter shall be considered sent and received on the date it is e-mailed from the California Highway Patrol, Baldwin Park Area Office to the manger and the affected employee.

Element 1, Section 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, with justification, from the Area commander in order to meet specific Area needs."

Baldwin Park Area Addendum to Element 1, Section C:

- To meet the specific Area needs, the Area commander has established a Maximum Radius distance range, from the location of a business office, to within the tow districts an operator may provide service for.

- Maximum Radius:
  Class A (light duty) – 5 miles
  Class B (medium duty) – 5 miles
  Class C (heavy duty) – 10 miles
  Class D (super heavy duty) – none

- The Maximum Radius distance range must extend into a majority portion of the tow district the operator is providing service for, unless specific exceptions have been made with the Area commander.

Element 6, Section G

"One tow company per vehicle shall be dispatched to a multi-car incident unless the Area commander has established local policy which allows an operator to dispatch more than one tow truck to a multiple vehicle collision scene in response to a rotation tow call."

Baldwin Park Area Addendum to Element 6, Section G:

- Within the Baldwin Park Area, tow operators may dispatch more than one truck to a multi-vehicle collision; however, there shall be no additional charge for any personnel or equipment that is not necessary to perform the required service.

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.

Element 18, Section A

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

Baldwin Park Area Addendum to Element 18, Section A:

- Tow companies applying for or wishing to maintain a listing on the Baldwin Park Area rotation tow list shall, at all times, comply with the requirements of Los Angeles Municipal Code section 103.204, regarding Los Angeles Police Department Police Commission Permits. Companies or drivers failing to comply with this requirement shall be immediately removed from the rotation until such time as they are in compliance. Any criminal conviction of the operator or employee involving a violation of this Municipal Code, shall be cause for removal of the operator/employee, or denial of an operator/employee's application, or termination of the TSA. An operator or employee arrested/charged for a violation involving the above Municipal Code should be suspended until the case is adjudicated.

Element 1, Section 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 approved by an addendum from both adjacent Area commanders with the Division commander's concurrence.

Baldwin Park Area Addendum to Element 1, Section D:

- Haddick's Towing and Pepe's Towing are located in Baldwin Park Area. Haddick's Towing and Pepe's Towing also applied in an adjacent Area (Santa Fe Springs Area).

- Santa Fe Springs Area has expressed a need to have Haddick's Towing and Pepe's Towing on their rotation for tow service. The need is established in order to provide the highest level of service to the public and road patrol officers.

- To meet the specific Santa Fe Springs Area needs, the Baldwin Park Area commander has established this addendum.

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

TOW SERVICE AGREEMENT

2021-2022 BALDWIN PARK AREA ADDENDUM

Effective July 1, 2021 - June 30, 2022
(REV. 4-21)

OPERATOR APPROVAL

I certify I have read and understand this Tow Service Agreement Addendum and I agree to abide by all of 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 this agreement, 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 agreement. The operator and the agents and employees of the operator, in the performance of this Agreement, shall act in an independent capacity and not as officers or employee or agents of the State of California. The terms of this agreement will become effective July 1, 2021, and end June 30, 2022.

Operator Approval		
Signature	Typed Name	
Company	Title	Date
Business Address	Phone Number	

COMMANDER SIGNATURE: _____ DATE: 4/12/21

DIVISION CHIEF SIGNATURE: _____ DATE: _____

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

TOW SERVICE AGREEMENT

2021-2022 BALDWIN PARK AREA ADDENDUM

Effective July 1, 2022 - June 30, 2023
(REV. 3-22)

2022-2023 Tow Service Agreement Addendum

The Area commander is afforded administrative discretion in certain elements of the California Highway Patrol (CHP) Tow Service Agreement (TSA). This addendum extension, lists the conditions and guidelines, determined by the Area commander, which will be applicable to the Baldwin Park Area for the term of the agreement. The terms of this TSA Addendum will become effective July 1, 2022 and end June 30, 2023. The TSA, as well as the addendum will be strictly enforced.

Element 1, Section B

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

Baldwin Park Area Addendum to Element 1, Section B:

- Maximum response time(s):
  Class A (light duty) tow trucks – 20 minutes
  Class A (light duty) tow trucks - 15 minutes
  (freeway call with unobstructed lanes).
  Class B (medium duty) tow trucks – 20 minutes
  Class C (heavy duty) tow trucks – 30 minutes
  Class D (super heavy duty) tow trucks – 30 minutes

- Response to calls exceeding 10 minutes past the maximum response time, without presence of unusual circumstances, will result in a written reprimand for the first occurrence and may result in suspension or termination for subsequent occurrences.

- Minimum number of trucks: To maintain a class "A" tow truck listing, each tow company shall have a minimum of five (5) CHP approved tow trucks on duty. Two (2) of these trucks must be a car carrier. All companies must have two trucks available for 24 hour response. If less than five trucks are in service for any period to exceed twenty four hours, the operator shall immediately notify the Area commander. The operator will be removed from the rotation until the minimum number of trucks are returned to service. Failure to notify the Area commander of less than five trucks in service will result in a suspension.

- Baldwin Park Area Tow Districts requiring snow chains: Due to seasonal snow conditions on the mountain roads, tow operators assigned to Tow District 2, Tow District 3, and Tow District 4, shall be required to equip at least two Class A tow trucks with snow chains.

Baldwin Park Area Addendum to Element 1, Section B (continued):

- The qualified manager shall establish an e-mail address where business correspondence can be sent to. The manager or his/her designee shall be responsible for checking for correspondences from the California Highway Patrol, Baldwin Park Area on business days. The manager shall also be responsible for immediately forwarding correspondences to an affected employee. A correspondence letter shall be considered sent and received on the date it is e-mailed from the California Highway Patrol, Baldwin Park Area Office to the manger and the affected employee.

Element 1, Section 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, with justification, from the Area commander in order to meet specific Area needs."

Baldwin Park Area Addendum to Element 1, Section C:

- To meet the specific Area needs, the Area commander has established a Maximum Radius distance range, from the location of a business office, to within the tow districts an operator may provide service for.

- Maximum Radius:
  Class A (light duty) – 5 miles
  Class B (medium duty) – 5 miles
  Class C (heavy duty) – 10 miles
  Class D (super heavy duty) – none

- The Maximum Radius distance range must extend into a majority portion of the tow district the operator is providing service for, unless specific exceptions have been made with the Area commander.

Element 6, Section G

"One tow company per vehicle shall be dispatched to a multi-car incident unless the Area commander has established local policy which allows an operator to dispatch more than one tow truck to a multiple vehicle collision scene in response to a rotation tow call."

Baldwin Park Area Addendum to Element 6, Section G:

- Within the Baldwin Park Area, tow operators may dispatch more than one truck to a multi-vehicle collision; however, there shall be no additional charge for any personnel or equipment that is not necessary to perform the required service.

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.

Element 18, Section A

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

Baldwin Park Area Addendum to Element 18, Section A:

- Tow companies applying for or wishing to maintain a listing on the Baldwin Park Area rotation tow list shall, at all times, comply with the requirements of Los Angeles Municipal Code section 103.204, regarding Los Angeles Police Department Police Commission Permits. Companies or drivers failing to comply with this requirement shall be immediately removed from the rotation until such time as they are in compliance. Any criminal conviction of the operator or employee involving a violation of this Municipal Code, shall be cause for removal of the operator/employee, or denial of an operator/employee's application, or termination of the TSA. An operator or employee arrested/charged for a violation involving the above Municipal Code should be suspended until the case is adjudicated.

Element 1, Section 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 approved by an addendum from both adjacent Area commanders with the Division commander's concurrence.

Baldwin Park Area Addendum to Element 1, Section D:

- Haddick's Towing and Pepe's Towing are located in Baldwin Park Area. Haddick's Towing and Pepe's Towing also applied in an adjacent Area (Santa Fe Springs Area).

- Santa Fe Springs Area has expressed a need to have Haddick's Towing and Pepe's Towing on their rotation for tow service. The need is established in order to provide the highest level of service to the public and road patrol officers.

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STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

TOW SERVICE AGREEMENT

2021-2022 BALDWIN PARK AREA ADDENDUM

Effective July 1, 2022 - June 30, 2023
(REV. 3-22)

OPERATOR APPROVAL

I certify I have read and understand this Tow Service Agreement Addendum and I agree to abide by all of 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 this agreement, 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 agreement. The operator and the agents and employees of the operator, in the performance of this Agreement, shall act in an independent capacity and not as officers or employee or agents of the State of California. The terms of this agreement will become effective July 1, 2022, and end June 30, 2023.

Operator Approval		
Signature	Typed Name	
Company	Title	Date
Business Address	Phone Number	

SC Est
COMMANDER SIGNATURE:

03/22/22
DATE:

DIVISION CHIEF SIGNATURE:

DATE: