EXHIBIT A
STATEMENT OF WORK

1.0 GENERAL SCOPE OF WORK

1.1 Contractor shall provide as-needed vehicle towing and storage services for the Sheriff's Department as required throughout the MOU, including the requirements set forth in this Exhibit A (Statement of Work). Because the Sheriff's Department does not maintain a fleet of towing vehicles, nor an official Sheriff's Department garage for the storage of motor vehicles, the Sheriff's Department must utilize the services of Contractor to meet its vehicle towing and storage service needs and to maintain compliance with the requirements of the California Vehicle Code.

1.2 Throughout the term of the MOU, Contractor shall provide and maintain a vehicle towing and storage facility, including business office, evidence storage building, and impound lot(s), towing vehicles and equipment, and personnel necessary to provide the required vehicle towing and storage services for the Sheriff's Department.

1.3 The Sheriff's Department reserves the right to modify the requirements of this Exhibit A (Statement of Work) at any time during the term of the MOU in the Sheriff's Department's sole discretion. Factors to be considered include, but are not limited to, local environment, City or County ordinance requirements/restrictions, and/or the needs of the Sheriff's Department or the County.

2.0 VEHICLE TOWING SERVICES

2.1 Contractor shall provide as-needed vehicle towing services for the Sheriff's Department in accordance with requirements set forth herein.

2.2 Contractor shall be available twenty-four (24) hours a day, seven (7) days a week, 365 days a year, to accept telephonic requests for vehicle towing services from the Sheriff's Department.

2.3 Requests for vehicle towing services will be made verbally by the Sheriff's Department by calling the Contractor's telephone number provided by Contractor.

2.4 Contractor shall inform the Sheriff's Department at the time of the telephonic request for vehicle towing service if Contractor is either unable to respond or unable to meet the maximum response time requirements set forth in Section II (Towing Response Time Requirements) below.

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2.4.1 Contractor's repeated unavailability or unwillingness to respond to requests for vehicle towing services and/or Contractor's repeated failure to meet the maximum response time requirements shall be cause for termination of this MOU by the Sheriff's Department in its sole discretion.

2.5 Contractor shall maintain a log of all calls requesting vehicle towing services in accordance with Paragraph 14.0 (Records) below.

2.6 Contractor shall respond to the location of the vehicle to be towed within the maximum response time requirements set forth in Paragraph 3 (Towing Response Time Requirements) below.

2.7 Contractor shall respond to location of the vehicle to be towed with the proper towing vehicle and equipment required to tow the vehicle. The responding tow truck operator shall be properly licensed, trained, and equipped to provide the required vehicle towing service.

2.8 Tow truck operators shall be responsible for the clearing and cleaning of debris from the scene of a traffic accident only after being given permission by LASD staff.

2.9 The Sheriff's Department Station Commander or other authorized representative shall ensure that a Vehicle Report (California Highway Patrol Form 180) is properly and completely filled out and provided to Contractor prior to the towing of the vehicle.

2.10 Contractor shall tow the vehicle from the requested location to Contractor's vehicle towing and storage facility for short-term storage.

3.0 TOWING RESPONSE TIME REQUIREMENTS

3.1 Routine light-duty and medium-duty towing response in urban areas shall be within a twenty (20) minute maximum from time of telephonic request by the Sheriff's Department, and in rural areas within a fifty (50) minute maximum. Exigent circumstances or conditions which delay adherence within these maximum response times shall be documented by Contractor in the log book in accordance with Paragraph 14.0 (Records) below.

3.2 Other service requests, i.e. heavy-duty towing, recovery, overturn, or salvage, shall be given a priority response by the Contractor, and Contractor shall respond as soon as possible.

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4.0 TOWING VEHICLES AND EQUIPMENT

4.1 Contractor shall provide towing vehicles and equipment necessary for the provision of towing services in accordance with the requirements herein.

4.2 Towing vehicles shall be rated at a minimum of one (1) ton capacity. Each vehicle shall be maintained in compliance with California Vehicle Code Sections 24605, 25253, 25300, 27700, and 27907 and shall be inspected and certified by the California Highway Patrol.

4.3 The minimum number of towing vehicles available for light-duty and medium-duty service shall be four (4) vehicles, of which two (2) vehicles must be flatbed vehicles and one (1) vehicle must be a medium-duty vehicle.

4.4 The minimum number of towing vehicles available for heavy-duty towing shall three (3) vehicles, of which one (1) vehicle must be a class C truck, one (1) vehicle must be class D truck, and one (1) vehicle must be a lowboy.

4.4 a. In the event contractors must subcontract heavy duty towing services, priority will be given to the other tow facilities currently contracted with LASD, who can provide the necessary services, prior to contacting an outside subcontractor.

4.5 Towing vehicles shall be adequately painted with the paint in good condition.

4.6 Towing vehicle bodies shall be kept in good repair, free of dents, and clean.

4.7 The cab interior of towing vehicles shall be clean with only proper equipment inside.

4.8 A flatbed or service truck or trailer must be available to transport vehicle parts, i.e., engine, transmission, doors, etc.

4.9 Towing vehicles shall be equipped with radios or other devices for two-way communication between the tow truck operator and the Contractor's dispatcher.

4.10 It is recommended that each vehicle towed be photographed, with a minimum of four (4) photos depicting the condition of the vehicle from all four sides, prior to being towed or as soon as practical.

4.11 All tow vehicles shall pass an annual Level One inspection (CHP 407F, Driver/Vehicle Examination Report) conducted by a CHP commercial enforcement officer or area tow officer.

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4.12 Salvage titled towing vehicles shall not be used to tow or impound any vehicle.

5.0 PERSONNEL

5.1 All Contractor owners, principals, and officers, and all Contractor Staff performing services under the MOU shall undergo and pass a background investigation to the satisfaction of the Sheriff's Department as a condition of beginning and continuing to perform services under the MOU, as further discussed in Paragraph 9.2 (Background Investigations) of the MOU.

5.2 All Contractor owners, principals, and officers, and all Contractor Staff performing services under the MOU must provide individual statements describing and explaining any criminal misdemeanor or felony charges within the last seven (7) years. If none, provide a statement for each indicating "none."

5.3 All tow truck operators shall have appropriate class of driver's license.

5.4 All tow truck operators shall meet State Certification requirements, including the completion of an approved tow truck driver training program within the past five (5) years. Proof of completion shall be provided to the Sheriff's Department for each driver.

5.5 All tow truck operators shall be apprised of their responsibilities regarding the clearing and cleaning of debris from the scene of a traffic accident.

5.6 All tow truck operators shall be trained and qualified to operate their towing vehicle and equipment prior to being released "on their own" in the field.

5.7 All tow truck operators shall be in uniform and maintain acceptable standards of dress, personal cleanliness, and grooming during their working hours.

5.8 Contractor shall conduct annual and unannounced drug testing of all employees. All potential employees/new hires shall undergo and pass drug testing prior to providing services under this MOU.

5.9 All tow truck operators, both heavy-duty and light/medium-duty, shall have current driver certifications that meet the standards required by the California Highway Patrol.

5.10 All tow truck operators, regardless of driver's license classification, shall be enrolled in the California Department of Motor Vehicles Employer Pull Notice (EPN) Program.

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6.0. VEHICLE STORAGE SERVICES

6.1 Contractor shall provide as-needed vehicle storage services for the Sheriff's Department in accordance with requirements set forth herein.

6.2 Throughout the term of the MOU, Contractor shall provide and maintain a vehicle towing and storage facility, including business office, evidence storage building, and impound lot(s), necessary to provide the required vehicle storage services for the Sheriff's Department.

7.0 VEHICLE TOWING AND STORAGE FACILITY

7.1 Contractor shall maintain a vehicle towing and storage facility throughout the term of the MOU. Such facility shall minimally include a business office, evidence storage building, and impound lot(s).

7.2 Contractor shall have employee's present at the vehicle towing and storage facility and be open to the general public for a period of not less than from 8:00am to 5:00pm Monday thru Friday, and be open to the general public for two (2) consecutive hours on Saturdays, Sundays, and Holidays between 8:00am and 5:00pm.

7.3 Contractor may charge gate fees only from 5:01pm thru 7:59am, Mondays thru Fridays, and any time outside of the two (2) consecutive posted hours for Saturdays, Sundays, and Holidays.

7.4 Contractor's twenty-four hour telephone number and the hours of operation shall be posted at the vehicle towing and storage facility and shall be visible to the motoring public.

7.5 All vehicle towing and storage facility parking areas and driveways shall be kept clean and free of holes or areas that are decomposed or broken and shall have adequate drainage.

7.6 Adequate parking shall be available for customers at no cost.

8.0 BUSINESS OFFICE

8.1 Contractor shall maintain a business office at Contractor's vehicle towing and storage facility for the purpose of transacting vehicle towing and storage business.

8.2 The business office shall be neat in appearance, clean, and properly painted.

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8.3 The business office shall have radio communication for dispatching all units.

8.4 The business office shall have an enclosed waiting room available to customers. The waiting room shall be clean, neat, and properly painted, with adequate facilities and equipment for the comfort of the customer. Seating shall be available for customers, and the facility shall have a maintained restroom available for customer use.

9.0 EVIDENCE STORAGE BUILDING

9.1 As required herein, Contractor shall maintain a secure building for the purpose of storing vehicles as evidence.

9.2 The evidence storage building shall be located at the primary impound lot, and shall be kept clean, free of debris, and in good repair, so as to present a good appearance.

9.3 The evidence storage building or area in the building shall be well lit, have a cement floor, and be adequate in size to accommodate a minimum of three (3) vehicles. The evidence storage building shall be large enough to provide easy access and sufficient work space (no less than three (3) feet) on all sides of the vehicles to preclude the possibility of damage or contamination. The evidence storage building shall have a minimum ten (10) foot ceiling.

9.4 The evidence storage building or area in the building shall be secured from all Contractor employees and the public to preclude the possibility of theft, damage, or contamination of prints, etc. If fencing is used, it must be floor to ceiling. All entries to the evidence storage building or area in the building shall be logged by the Contractor and kept on file.

9.5 Vehicles stored for prints, photographs, or special investigations shall be stored in the evidence storage building or area in the building to protect from dust and dirt or deterioration by the sun or other elements. Such vehicles shall not be removed from such storage area until authorized by an appropriate member of the Sheriff's Department.

9.6 Vehicles shall be made immediately available for prints and/or investigations by the Sheriff's Department.

9.7 The evidence storage building shall be properly maintained per city and/or County codes.

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10.0 PRIMARY IMPOUND LOT

10.1 Contractor shall maintain a primary impound lot for storage of towed vehicles. Contractor's office/facilities shall be immediately adjacent to or on the primary impound lot.

10.2 The primary impound lot shall be adequate in size to accommodate all:

(a) "Hold" and stored vehicles
(b) High value vehicles
(c) Specially-equipped vehicles
(d) Vehicles to be released immediately to owners
(e) Lien sale vehicles

10.3 The primary impound lot shall be entirely surfaced with either concrete or asphaltic material. The condition of the primary impound lot surface shall be free of holes or areas that are decomposed or broken and shall have adequate drainage.

10.4 Undamaged (high value) vehicles should be separated from wrecked or junk vehicles to preclude possible damage.

10.5 Spacing of vehicles in the primary impound lot shall be systematically spaced to afford easy identification with impound records and to allow sufficient work space on all sides of the vehicle. A minimum of 18" on all sides of vehicles is required.

10.6 The primary impound lot shall be properly secured to prevent the public from entering the storage area and to preclude theft or vandalism. Security measures should include adequate fencing and gates. It is recommended that where the primary impound lot is exposed to public view, the fencing should be a block or similar construction to a minimum height of 6'0", or otherwise in compliance with city or County ordinances.

10.7 The primary impound lot shall be clean and free of litter, debris, weeds, and excessive grease and oil.

10.8 Lighting for the primary impound lot shall be sufficient to afford easy visibility to all areas of the lot.

10.9 Ingress and egress to the primary impound lot shall be sufficient to afford ready and easy access to all vehicles.

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11.0 SECONDARY IMPOUND LOT

11.1 Contractor may maintain a secondary impound lot(s) for storage of towed vehicles.

11.2 The secondary impound lot shall meet the same standards and requirements as those for the primary impound lot, except a business office and evidence storage building at or adjacent to the location is not required.

12.0 HOLDING OR DISPOSAL LOT

12.1 Contractor may maintain a separate, secure holding or disposal lot for the storage of towed vehicles until they are cleared for disposal.

12.2 If such holding or disposal lot is maintained in conjunction with or by other businesses, then all vehicles stored shall be separated within a defined area until final disposal clearance has been completed.

13.0 IMPOUNDED VEHICLES AND PROPERTY

13.1 Stored vehicles or parts may be released at the discretion of Contractor to persons presenting proper identification and evidence of ownership, upon the payment of fees as set forth in the current Exhibit B (Towing and Storage Service Rates) of the MOU.

13.2 The owner of the stored vehicle has a right to challenge the proprietary of a vehicle seizure by the Sheriff's Department. If, pursuant to such a challenge, the Sheriff's Department determines that the vehicle owner should not have to pay the cost of the towing and/or storage of the vehicle, Contractor shall notify the Sheriff's Department within five (5) calendar days. The Sheriff's Department shall refund all or that portion of the towing and storage costs determined to be improperly paid by the vehicle owner. The Contractor shall invoice the Sheriff's Department for such refunded costs in accordance with Paragraph 5, Invoices and Payments, of the MOU.

13.3 High value personal property shall be secured from Contractor employees and the public, with the exception of business office personnel who are required to return the property to the rightful owner.

14.0 RECORDS

14.1 Contractor shall maintain a log book of calls received from the Sheriff's Department and the vehicle storage and disposition information. The log book shall, at a minimum, include:

a. Station requesting vehicle towing and storage service.

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b. Date and time of call.
c. Location of vehicle to be towed.
d. License and Vehicle Identification Number, make, and model.
e. Time towing assignment completed; exigent circumstances/conditions causing delay.
f. Date of vehicle release.
g. Official authorizing release.
h. Person or firm to whom vehicle is released.
i. Itemized charges.
j. Information required by law (California Vehicle Code section 10650-Record of Storage).

14.2 All impound inventory records shall be complete and contain the required information, including a complete vehicle inventory and any personal property included.

14.3 Contractor shall submit a completed Attachment A (Notification of Vehicles Impounded over Fifteen Days) of this Exhibit A (Statement of Work) to the local Station Commander by the tenth (10^{th}) calendar day of each month.

14.4 Time clocks or records shall be used to reflect the following:

(a) Time call for service received.
(b) Time tow vehicle dispatched.
(c) Time arrived at scene.
(d) Time left scene.
(e) Time returned to garage.

14.5 Permanent records shall be maintained by Contractor in adequate files in Contractor's business office for easy access and inspection by the Sheriff's Department, i.e., business licenses, LASD Monthly Report of Vehicles Stored/Impounded, insurance papers, personnel records, etc. All such records/documents relating to this MOU shall be made available to the Sheriff's Department or their authorized agents upon request.

14.6 Adequate records shall be maintained on all charges for impounded vehicles.

14.7 Contractor shall enroll in the California Department of Motor Vehicles Employer Pull Notice (EPN) Program as required by California Vehicle Code section 1808.1. Contractor shall monitor, and maintain on file, the driving records of its tow truck operators and take immediate and appropriate action when necessary to promote public safety.

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15.0 INSURANCE

15.1 During the term of the MOU, Contractor shall provide, and maintain at its own expense, programs of insurance covering its operations hereunder that meet the requirements of Paragraph 7 (Indemnification and Insurance) of the MOU.

15.2 The Contractor shall provide proof of insurance coverage for each tow vehicle that will be providing service to the Sheriff's Department.

16.0 BUSINESS REQUIREMENTS

16.1 Contractor shall have a minimum of seven (7) years of experience as an owner in the towing industry providing towing and storages services to governmental agencies.

16.2 Contractor shall, at all times, comply with all applicable federal, state, and local law, as further discussed in Paragraph 23 (Compliance with Applicable Law) of the MOU.

16.3 Contractor and its employees shall, at all times, maintain all licenses, permits, registrations, accreditations, and certifications required for the provision of vehicles towing and storage services under the MOU, as further discussed in Paragraph 39 (Licenses, Permits, Registrations, Accreditations, and Certificates) of the MOU.

16.4 Contractor shall have, and maintain during the term of the MOU, a lien sale policy that complies with state law.

16.5 If Contractor or any owner/officer has a financial interest in a body shop, auto repair business, used automobile sales lot, or auto salvage business, then Contractor or any owner/officer is prohibited from conducting personal business transactions with members of the Sheriff's Department.

16.6 Contractor shall not sell any lien sale vehicles to Sheriff Department members or their immediate family members.

17.0 COMPLIANCE WITH TOW CONTRACT

17.1 The Contractor agrees, as a condition of this MOU, to comply with all terms and conditions. The Contractor or the Contractor's agents agree that failure to comply with these terms and conditions shall be cause for disciplinary action (i.e., written reprimand, suspension, termination, or denial of the application).

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18.0 TERMS OF DISCIPLINARY ACTION

18.1 In addition to any remedies set forth in the MOU, violations of the terms and conditions of the MOU may be cause for disciplinary action in the following manner:

a) First violation within a 12-month period – Notice of Violation Letter
b) Second violation within a 12-month period – One to 30 Day Suspension
c) Third violation within a 12-month period – 60 to 90-day Suspension
d) Fourth violation within a 12-month period – Termination of MOU

Note: Nothing herein shall prohibit the Sheriff's Department from immediately suspending, terminating a contract, or denying an application of any Contractor when conduct is deemed a danger to the public, or are fragrant violations of the terms and conditions of the MOU.

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