

**MASTER AGREEMENT FOR TOWING AND EMERGENCY ROADSIDE SERVICES**

THIS MASTER AGREEMENT ("Agreement") is made and entered into this 12th day of May, 2020, by and between the COUNTY OF FRESNO, a political subdivision of the State of California ("COUNTY"), and each contractor (each a "CONTRACTOR" and collectively the "CONTRACTORS") listed in Exhibit A to this Agreement, which is attached and incorporated by this reference, and such additional CONTRACTORS as may, from time to time during the term of this Agreement, be added by COUNTY. COUNTY and each CONTRACTOR may be referred to as a "Party" or collectively as "Parties" to this Agreement.

WITNESSETH:

WHEREAS, on February 6, 2020, COUNTY issued Request for Statement of Qualification (RFSQ) No. 20-038, which solicited proposals from qualified vendors to provide towing and emergency roadside services, in accordance with specific terms, conditions, and requirements (collectively, the "RFSQ");

WHEREAS, COUNTY desires to enter into an Agreement with each CONTRACTOR listed on Exhibit A in order to expeditiously provide for the COUNTY's needs for towing and emergency roadside services from CONTRACTORS; and

WHEREAS, CONTRACTORS are willing and able to provide the above-described services in accordance with COUNTY's needs, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. OBLIGATIONS OF THE CONTRACTORS

- A. CONTRACTORS shall perform towing and emergency roadside services on an as-needed basis in accordance with the specifications and rates identified in Exhibit B "Scope of Work", incorporated herein by reference and made a part of this Agreement.
- B. NO RELATIONSHIP TO OTHER CONTRACTORS – Under this Agreement, each CONTRACTOR only has rights and obligations with respect to the COUNTY. This Agreement creates no rights or obligations between any CONTRACTORS; no

1 CONTRACTOR has any right to receive performance under this Agreement from, or to  
2 enforce any part of this Agreement against, any other CONTRACTOR.

3 2. REQUESTS FOR SERVICES

4 COUNTY will contact CONTRACTORS via phone when towing and/or emergency roadside  
5 services are needed. Selection will be based on the combination of overall cost and the  
6 response/timeframe estimate provided by the CONTRACTORS, which, in the sole opinion of the  
7 COUNTY, offers the best value for the COUNTY.

8 3. TERM

9 The term of this Agreement shall be for a period of three (3) years, commencing on June 1, 2020,  
10 through and including May 31, 2023. This Agreement may be extended for two (2) additional consecutive  
11 twelve (12) month periods upon written approval of all parties who intend to renew no later than thirty (30)  
12 days prior to the first day of the next twelve (12) month extension period. The ISD Director/CIO or his or her  
13 designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S  
14 satisfactory performance.

15 4. TERMINATION

16 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be  
17 provided hereunder, are contingent on the approval of funds by the appropriating government agency.  
18 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement  
19 terminated, at any time by giving a CONTRACTOR thirty (30) days advance written notice.

20 B. Breach of Contract - The COUNTY may immediately suspend or terminate this  
21 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 22 1) An illegal or improper use of funds;
- 23 2) A failure to comply with any term of this Agreement;
- 24 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 25 4) Improperly performed service.

26 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach  
27 of this Agreement or any default which may then exist on the part of a CONTRACTOR. Neither shall such  
28 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.

1 The COUNTY shall have the right to demand of any CONTRACTOR the repayment to the COUNTY of any  
2 funds disbursed to a CONTRACTOR under this Agreement, which in the judgment of the COUNTY were  
3 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund  
4 any such funds upon demand.

5 C. Without Cause - Under circumstances other than those set forth above, this  
6 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an  
7 intention to terminate to CONTRACTOR.

8 D. Termination of One or More Contractors - In the event that COUNTY terminates this  
9 Agreement as to one or more CONTRACTORS, this Agreement shall stay in full force and effect as to  
10 the remaining CONTRACTORS. Termination of one or more CONTRACTOR from this Agreement shall  
11 not terminate the Agreement as to the remaining CONTRACTORS.

12 5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTORS and  
13 CONTRACTORS agrees to receive compensation at the rates provided in Exhibit B. Each CONTRACTOR  
14 shall submit monthly invoices, either electronically or via mail, in triplicate to the County of Fresno, Internal  
15 Services Department – Fleet Services (ISD-Fleet), 4551 E. Hamilton Ave, Fresno, CA 93702. Each invoice  
16 must clearly identify the CONTRACTOR's name, remittance address, contact information, the department  
17 serviced, and the date in which such services were performed.

18 In no event shall compensation paid for services performed under this Agreement exceed  
19 \$450,000.00 during the entire potential five-year term of this Agreement. It is understood that all expenses  
20 incidental to each CONTRACTOR's performance of services under this Agreement shall be borne by each  
21 CONTRACTOR. COUNTY shall make payment to CONTRACTORS no more than forty-five (45) days after  
22 receipt of an approved invoice.

23 6. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations  
24 assumed by a CONTRACTOR under this Agreement, it is mutually understood and agreed that a  
25 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all  
26 times be acting and performing as an independent contractor, and shall act in an independent capacity and  
27 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.  
28 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which

1 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer  
2 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the  
3 terms and conditions thereof.

4 Each CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules  
5 and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

6 Because of its status as an independent contractor, each CONTRACTOR shall have absolutely no  
7 right to employment rights and benefits available to COUNTY employees. Each CONTRACTOR shall be  
8 solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee  
9 benefits. In addition, each CONTRACTOR shall be solely responsible and save COUNTY harmless from all  
10 matters relating to payment of CONTRACTOR'S employees, including compliance with Social Security  
11 withholding and all other regulations governing such matters. It is acknowledged that during the term of this  
12 Agreement, each CONTRACTOR may be providing services to others unrelated to the COUNTY or to this  
13 Agreement.

14 7. MODIFICATION: Any matters of this Agreement may be modified from time to time by the  
15 written consent of all the parties without, in any way, affecting the remainder.

16 8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement  
17 nor their rights or duties under this Agreement without the prior written consent of the other party.

18 9. HOLD HARMLESS: Each CONTRACTOR agrees to indemnify, save, hold harmless, and at  
19 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and  
20 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or  
21 resulting to COUNTY in connection with the performance, or failure to perform, by that CONTRACTOR, its  
22 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including  
23 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,  
24 or corporation who may be injured or damaged by the performance, or failure to perform, of that  
25 CONTRACTOR, its officers, agents, or employees under this Agreement.

26 The provisions of this Section 9 shall survive termination of the Agreement.

27 10. INSURANCE

28 Without limiting the COUNTY's right to obtain indemnification from a CONTRACTOR or any third

1 parties, each CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following  
2 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling  
3 arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

4 A. Commercial General Liability

5 Commercial General Liability Insurance with limits of not less than Two Million Dollars  
6 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This  
7 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including  
8 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
9 liability or any other liability insurance deemed necessary because of the nature of this contract.

10 B. Automobile Liability

11 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars  
12 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto  
13 used in connection with this Agreement.

14 C. Professional Liability

15 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in  
16 providing services, Professional Liability Insurance with limits of not less than One Million Dollars  
17 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

18 D. Worker's Compensation

19 A policy of Worker's Compensation insurance as may be required by the California Labor  
20 Code.

21 Additional Requirements Relating to Insurance

22 Each CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance  
23 naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional  
24 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for  
25 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained  
26 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance  
27 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without  
28 a minimum of thirty (30) days advance written notice given to COUNTY.

1 Each CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and  
2 employees any amounts paid by the policy of worker's compensation insurance required by this  
3 Agreement. Each CONTRACTOR is solely responsible to obtain any endorsement to such policy that may  
4 be necessary to accomplish such waiver of subrogation, but a CONTRACTOR's waiver of subrogation  
5 under this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

6 Within Thirty (30) days from the date each CONTRACTOR signs and executes this Agreement, that  
7 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the  
8 foregoing policies, as required herein, to the County of Fresno, (Name and Address of the official who will  
9 administer this contract), stating that such insurance coverage have been obtained and are in full force; that  
10 for such worker's compensation insurance the CONTRACTOR has waived its right to recover from the  
11 COUNTY, its officers, agents, and employees any amounts paid under the insurance policy and that waiver  
12 does not invalidate the insurance policy; that the County of Fresno, its officers, agents and employees will  
13 not be responsible for any premiums on the policies; that such Commercial General Liability insurance  
14 names the County of Fresno, its officers, agents and employees, individually and collectively, as additional  
15 insured, but only insofar as the operations under this Agreement are concerned; that such coverage for  
16 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained  
17 by COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance  
18 provided under CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed  
19 without a minimum of thirty (30) days advance, written notice given to COUNTY.

20 In the event a CONTRACTOR fails to keep in effect at all times insurance coverage as herein  
21 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this  
22 Agreement upon the occurrence of such event.

23 All policies shall be issued by admitted insurers licensed to do business in the State of California,  
24 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A  
25 FSC VII or better.

26 11. AUDITS AND INSPECTIONS: The CONTRACTORS shall at any time during business  
27 hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination  
28 all of its records and data with respect to the matters covered by this Agreement. The CONTRACTORS

1 shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data  
2 necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

3 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTORS shall be subject to  
4 the examination and audit of the California State Auditor for a period of three (3) years after final payment  
5 under contract (Government Code Section 8546.7).

6 12. NOTICES: The persons and their addresses having authority to give and receive notices  
7 under this Agreement include the following:

<u>COUNTY</u>	<u>CONTRACTOR</u>
COUNTY OF FRESNO	As indicated on Exhibit A
Director of Internal Services/CIO	
333 W. Pontiac Way	
Clovis, CA 93612	

8 All notices between the COUNTY and CONTRACTORS provided for or permitted under this  
9 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by  
10 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by  
11 personal service is effective upon service to the recipient. A notice delivered by first-class United States  
12 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,  
13 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one  
14 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,  
15 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by  
16 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is  
17 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the  
18 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the  
19 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section  
20 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,  
21 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,  
22 beginning with section 810).

23 13. ADDITION AND DELETION OF CONTRACTORS:

24 The Director of Internal Services/Chief Information Officer (CIO), reserves the right at any time  
25 during the term of this Agreement to add new CONTRACTORS to those listed in Exhibit A. It is understood  
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1 any such additions will not affect compensation paid to any other CONTRACTOR, and therefore such  
2 additions may be made by COUNTY without notice to or approval of the CONTRACTOR's under this  
3 Agreement. Any such contractors added must qualify according to the terms of RFSQ No. 20-038.  
4 CONTRACTORS also agree that inclusion on Exhibit A does not constitute a guarantee or promise that any  
5 CONTRACTOR shall provide any certain amount of work or services to COUNTY under this Agreement.  
6 Each CONTRACTOR understands that any such additions will not affect their compensation. These same  
7 provisions apply to the termination of any CONTRACTOR listed in Exhibit A.

8 By executing a signature page, each CONTRACTOR becomes a signatory to this Agreement, and  
9 agrees that it is party to this Agreement with the COUNTY, and is bound by its terms.

10 14. LEGAL AUTHORITY: Each individual executing this Agreement on behalf of a  
11 CONTRACTOR hereby covenants, warrants, and represents: (i) that he or she is duly authorized to  
12 execute or attest and deliver this Agreement on behalf of such entity, e.g. (without limitation), corporation,  
13 limited liability company, limited partnership, partnership or sole proprietorship, in accordance with all  
14 applicable formalities and under California law; (ii) that this Agreement is binding on such entity; and (iii)  
15 that CONTRACTOR (as applicable) is a duly organized and legally existing corporation, limited liability  
16 company, limited partnership, partnership or sole proprietorship in good standing in the State of California.

17 15. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall  
18 only be in Fresno County, California.

19 The rights and obligations of the parties and all interpretation and performance of this Agreement  
20 shall be governed in all respects by the laws of the State of California.

21 16. DISCLOSURE OF SELF-DEALING TRANSACTIONS:

22 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit  
23 or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status  
24 to operate as a corporation.

25 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions  
26 that they are a party to while CONTRACTOR is providing goods or performing services under this  
27 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party  
28 and in which one or more of its directors has a material financial interest. Members of the Board of



1 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a  
2 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit C and incorporated herein by  
3 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or  
4 immediately thereafter.

5 17. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the  
6 CONTRACTOR and COUNTY with respect to the subject matter hereof, and supersedes all previous  
7 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and  
8 understanding of any nature whatsoever unless expressly included in this Agreement.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year  
2 first hereinabove written.

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4 **CONTRACTOR**  
5 See attached Contractor Signature  
6 Pages

**COUNTY OF FRESNO**



Ernest Buddy Mendes, Chairman of the  
Board of Supervisors of the County of  
Fresno

**ATTEST:**

Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

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15 By: Susan Bishop  
Deputy

16 FOR ACCOUNTING USE ONLY:

17 Fund: 1000 (ISD-Fleet), 0001 (Sheriff), 0700  
18 (AADS), 0801 (PWP-Special Districts)

19 Subclass: 10000 (ISD-Fleet and Sheriff),  
20 15000 (AADS), 16900 (PWP-Special  
21 Districts)

22 ORG: 8910 (ISD-Fleet), 31113229 (Sheriff),  
23 9026 (AADS), 9140 (PWP-Special  
24 Districts)

25 Account: 7205 (ISD-Fleet, Sheriff, and PWP-  
26 Special Districts), 7295 (AADS)

**EXHIBIT A**

Listing of Contractors and Signature Pages Attached to this Agreement

<b>CONTRACTOR</b>	<b>PHONE NUMBER</b>	<b>BUSINESS ADDRESS</b>	<b>EMAIL ADDRESS FOR NOTICES</b>
<b>Action Towing Dive Team, Inc.</b>	(559) 498-9999	2822 E. California Ave Fresno, CA 93721	actionoffice@aol.com
<b>Herndon Towing, Inc.</b>	(559) 431-3334	5030 E. Jensen Ave Fresno, CA 93725	herndontowing@hotmail.com

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2 hereinabove written.

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**CONTRACTOR**

**Action Towing Dive Team, Inc.**

A California corporation



(Authorized Signature)

John DeLuco Pres. of Corp

Print Name & Title

32822 E. California Av

Fresno, CA 93721

Mailing Address

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first  
2 hereinabove written.

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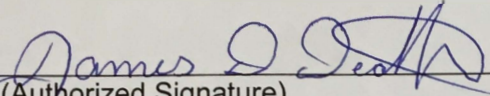
4 **CONTRACTOR**

5 Herndon Towing, Inc.

6 A California corporation

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(Authorized Signature)

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James D. Deatherage

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Print Name & Title

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President

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5030 E. Jensen Ave Fresno Ca 93725

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Mailing Address

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## Exhibit B – Scope of Services

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### 1. DEFINITIONS

- A. Basic Tow Services: Emergency towing services of vehicles that range in size from sub-compact cars to heavy duty trucks, buses, and heavy equipment machinery (e.g. motor grader, asphalt paver, etc.).
- B. Emergency roadside services:
- i. Lockout services
  - ii. Tire servicing
  - iii. Battery jump starts
  - iv. Five (5) gallons of fuel delivery (actual fuel costs will be reimbursed by COUNTY at the prevailing market rate)
- C. Rescue and Recovery Difficult removal work, including but not limited to the following:
- i. Removing vehicles from deep ditches or flood control channels
  - ii. Pulling apart multiple entangled vehicles
  - iii. Righting an overturned vehicle
  - iv. Removing vehicles that depart the roadway and are located off the normal traveled route (recover and return to road)
  - v. County considers minimum time charge for rescue and recovery to be in thirty (30) minute increments.
- D. Standby Time: COUNTY considers standby time to commence if longer than fifteen (15) minutes at location before receiving permission to remove vehicle.
- E. Light Duty: Tow trucks which have a gross vehicle weight rating (GVWR) of up to 16,000 pounds.
- F. Heavy Duty: Includes medium, heavy, and super heavy-duty tow trucks.
- a. Medium Duty: Tow trucks with a GVWR of at least 33,000 pounds.
    - i. Trucks shall be equipped with air brakes and a tractor protection valve or device and be capable of providing and maintaining continuous air to the towed vehicle.
  - b. Heavy Duty: Tow trucks with a GVWR of at least 52,000 pounds.
    - i. Trucks shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.
  - c. Super Heavy Duty: Three-axle tow trucks with a GVWR of at least 54,000 pounds.
    - i. Trucks shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle.
    - ii. If this class of tow truck is used exclusively for rescue and recovery operations, there is no requirement for providing and maintaining continuous air to the towed vehicle.

## **2. GENERAL REQUIREMENTS/SCOPE OF SERVICES**

- A. CONTRACTORS shall provide all labor, materials, equipment, etc. to perform full-service emergency towing services, vehicle recovery and emergency roadside services, and direct tows to and from the Internal Services Department – Fleet Services Division (ISD-Fleet), located at 4551 E. Hamilton Ave, Fresno, CA 93702, and/or automotive dealerships.
- B. A “Vehicle Condition Report” (as referenced on Section 5, page 7 of this Exhibit B) for each piece of equipment towed shall be completed.
- C. Each tow tag shall include the following information:
  - i. First and last name of COUNTY Representative
  - ii. Department name of COUNTY Representative
  - iii. Vehicle identification number or Case Number (case numbers will be provided by the Fresno County Sheriff’s Dispatch or Officer on the scene).
- D. CONTRACTORS shall secure all equipment in a manner for safe transportation and prevent any damage to the equipment being towed.
- E. CONTRACTOR shall be responsible for the safekeeping of the vehicle, including any contents in the vehicle, until it has been released to COUNTY or COUNTY’S agent.
  - i. Any damage sustained to any vehicle as a result of the tow shall be remedied by CONTRACTOR to the COUNTY’S satisfaction.
  - ii. All debris caused as a result of the tow or accident shall be removed from the roadway and properly disposed of.
- F. Accommodation of up to two (2) COUNTY employees shall be made to the tow destination.
- G. Any invoices submitted with charge(s) not in accordance with this Master Agreement shall be corrected within the next billing period.
- H. CONTRACTORS shall assume all responsibility for the conduct and demeanor of their employees.
- I. All of CONTRACTORS’ tow truck drivers must be qualified, personnel-compliant, and familiar with all terms and conditions of the Master Agreement.
- J. Additionally, all of CONTRACTORS’ tow truck drivers must possess current certification, inspection, and licensing to competently operate the appropriate class of tow truck they are driving and operate any special equipment required to safely perform the requested towing services
  - i. Tow trucks and car carrier classifications must meet all applicable state and/or federal standards

## Exhibit B – Scope of Services

- ii. All towing equipment shall be in compliance with the California Vehicle Code Title 13 of the California Code of Regulations and be consistent with industry standards and practices.
  - iii. Any changes or substitutions of equipment are subject to prior written approval from COUNTY.
- K. All equipment shall be subject to inspection by the California Highway Patrol (CHP) at any time. Additionally, CONTRACTORS shall:
- i. Provide proof of annual inspection from the CHP
  - ii. Provide COUNTY with access to inspections and approvals of towing equipment prior to the award of any contract, and
  - iii. Notify COUNTY within three (3) days of any failure/denial of CHP inspection of any tow truck or equipment.

### **3. RESPONSE REQUIREMENTS**

- A. CONTRACTORS must be able to respond to COUNTY service calls twenty-four (24) hours per day, seven (7) days a week (24/7 service).
- a. COUNTY service call requests must be answered by a live person; answering machines are not acceptable.
  - b. CONTRACTORS shall notify COUNTY of any changes to telephone numbers or method(s) of answering calls for service within twenty-four (24) prior to the change.
- B. CONTRACTORS shall equip all towing vehicles with cellular phones. The cellular number must be provided to the County Representative at the time of the service request.
- C. SELECTION PROCESS – CONTRACTOR selection for towing and/or emergency roadside services shall be based on the combination of overall lowest cost and CONTRACTOR's ability to perform the requested service.
- D. RESPONSE TIMES
- a. Response to COUNTY'S service call requests begins at the end of the initial phone call from COUNTY. Acceptance must be made within fifteen (15) minutes of the initial call. Verbal response to COUNTY's service request must include the following:
    - i. Location of the tow truck
    - ii. Estimated time before the tow truck is en route
    - iii. Estimated time of arrival at the service location
  - b. CONTRACTORS shall provide COUNTY with confirmation of a positive or negative acceptance of the service request within fifteen (15) minutes and be en route within thirty (30) minutes of COUNTY's service request by an authorized County representative.
    - i. For example: if ISD-Fleet places a service request at 10:00am, CONTRACTOR must provide confirmation by 10:15am, and be en route by 10:30am.



Exhibit B – Scope of Services

- c. If for any reason CONTRACTOR is unable to be en route within the maximum response time of thirty (30) minutes, the selected contractor will verbally respond to the County's service call during the fifteen (15) minute response timeframe and indicate when they will be able to dispatch staff.
- d. COUNTY reserves the right to call another CONTRACTOR if the original CONTRACTOR'S acceptance of COUNTY'S request is not made timely, and/or if services are not provided timely. No payment shall be made if services are cancelled for lack of performance.

**4. RATES**

**A. LIGHT DUTY RATES & SERVICES**

<b>SERVICE</b>	<b>ACTION TOWING DIVE TEAM, INC.</b>	<b>HERNDON TOWING, INC.</b>
<b>Basic Tow Service</b> (flat rate up to the first 15 miles)	\$60.00	\$50.00
<b>Basic Tow Service</b> (for each mile in excess of the first 15 miles)	\$2.00	\$3.75
<b>Emergency Roadside Service</b> (flat rate up to the first 15 miles)	\$60.00	\$50.00
<b>Emergency Roadside Service</b> (for each mile in excess of the first 15 miles)	\$2.00	\$3.75
<b>Minimum Rescue &amp; Recovery Charge</b> (flat rate per hour)	\$100.00	\$55.00
<b>Standby Charge</b> (per every 15-minute increment after the first 15 minutes of standby)	\$0.00	\$13.75
<b>ADDITIONAL SERVICES</b>	<b>ACTION TOWING DIVE TEAM, INC.</b>	<b>HERNDON TOWING, INC.</b>
<b>Heavy Duty Recovery Operations</b> (per hour)	\$100.00	N/A
<b>Off Road 4x4</b> (per hour)	\$150.00	N/A
<b>Bobcat Off Road</b> (per hour)	\$500.00	N/A

**B. HEAVY DUTY RATES & SERVICES**

<b>SERVICE</b>	<b>ACTION TOWING DIVE TEAM, INC.</b>	<b>HERNDON TOWING, INC.</b>
<b>Basic Tow Service</b> (flat rate up to the first 15 miles)	\$185.00	N/A
<b>Basic Tow Service</b> (for each mile in excess of the first 15 miles)	\$3.00	N/A
<b>Minimum Rescue &amp; Recovery Charge</b> (flat rate per hour)	\$185.00	N/A
<b>Standby Charge</b> (if longer than 15 minutes)	\$0.00	N/A
<b>ADDITIONAL SERVICES</b>	<b>ACTION TOWING DIVE TEAM, INC.</b>	<b>HERNDON TOWING, INC.</b>
<b>Heavy Duty Recovery Operations</b> (per hour)	\$250.00	N/A
<b>Off Road 4x4</b> (per hour)	\$250.00	N/A
<b>Bobcat Off Road</b> (per hour)	\$500.00	N/A

**5. VEHICLE CONDITION REPORT**

COUNTY OF FRESNO VEHICLE CONDITION REPORT					
EQUIP. NO. _____		DEPT. _____		DATE _____	
				ODOMETER _____	
OIL CHANGE SERVICE	ENGINE	STEERING	OIL LEAKS	LIGHTS	
A	Overheats	Hard	Rear End	Head	
B	Starts Hard	Shimmy	Power Steering	Tail/Signal	
C	No Power	Free Play	Engine	Dash	
	Misses		<b>ALTERNATOR</b>	Oil Lines	Caution
<b>UNUSUAL NOISES</b>	Stalls	Does Not Charge	Filter	Marker	
Engine	Back Fires	<b>TIRES</b>	Air Compressor	Computer	
Transmission	Oil Level	Replace	<b>GAS LEAKS</b>	<b>MISCELLANEOUS</b>	
Rear Axle	<b>CLUTCH</b>	Balance	Carburetor	Horn	
Drive Shaft	Grabs	Flats	Fuel Pump	Fire Extinguisher	
Accessories	Slips		Fuel Tank	Rear Vision Mirror	
	Free Play	<b>WATER LEAKS</b>	Fuel Lines	Tow Hitch	
<b>TRANSMISSION</b>	<b>STARTER</b>	Water Pump	<b>BRAKES</b>	Fifth Wheel	
Slips	Will Not Crank	Hoses	Noisy	Code 3 Equipment	
Leaks	Battery	Cab Heater	Poor	Road Reflectors	
		Radiator	Need Adjustment	Air Conditioning	
<b>DRIVER WILL PLACE A CHECK MARK IN BOX FOLLOWING THE DEFECT NOTED.</b>					
OTHER DEFECTS _____					
DRIVER _____			PHONE # _____		
(Completion of this form is required by Title 13 of California Motor Vehicle Department)					

GSF-604/08-00P

White – User's Copy    Canary – Equipment Division - Attach to Repair Order

## SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

*"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"*

The definition above will be utilized for purposes of completing this disclosure form.

### INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit C

<b>(1) Company Board Member Information:</b>			
<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):</b>			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>		<b>Date:</b>	