

Towing Board of Review AGENDA

Wednesday August 16, 2017

1120 SW 5th Ave, 2nd Floor Auditorium

1:30p-2:30p

1. Call to Order
2. Approval of Agenda (1 minute)
3. New Business
 - a. Board Action: Vote on Proposed Towing Rate Increase and Staffing Requirement Changes (59 minutes)
4. Adjourn



Proposed Towing Rates- Citizen Paid Tows

	Current	Proposed
Class A		
Base Rate	\$117	\$128
Gate Fee	\$26	\$45
Storage after 4hrs (up to 20' vehicle)	\$25	\$27
Class B		
Base Rate	\$166	\$182
Gate Fee	\$26	\$45
Storage after 4 hrs (up to 40' vehicle)	\$33	\$35
Class C		
Base Rate	\$326	\$357
Gate Fee	\$26	\$45
Storage after 4 hrs (40' + vehicle)	\$43	\$46

Proposed Towing Rates- Agency Paid Tows

	Current	Proposed
Class A		
Base Rate (Accident/Retows)	\$57	\$62
Storage after 4hrs (up to 20' vehicle)	\$14	\$15
Tow by the Hour	\$39	\$41
Class B (Accident/Retows)		
Base Rate	\$132	\$145
Storage after 4 hrs (up to 40' vehicle)	\$23	\$24
Tow by the Hour	\$161	\$171
Class C (Accident/Retows)		
Base Rate (port to port)	\$286	\$313
Storage after 4 hrs (40' + vehicle)	\$27	\$29
Tow by the Hour (port to port)	\$326	\$357

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Contract Class A	2015 Rate	CPI Applied Jan. 2016	2016 Rate	CPI Applied Jan. 2017	2017 Rate
Citizen Paid Rate	\$ 117.00	1.2%	\$ 118.40	2.1%	\$ 120.89
Agency Paid Rate	\$ 57.00	1.2%	\$ 57.68	2.1%	\$ 58.90

	Market Study	Proposed Rate
Citizen Paid Rate	6.08%	\$ 128.24
Agency Paid Rate	6.08%	\$ 62.48

Contract Class B	2015 Rate	CPI Applied Jan. 2016	2016 Rate	CPI Applied Jan. 2017	2017 Rate
Citizen Paid Rate	\$ 166.00	1.2%	\$ 167.99	2.1%	\$ 171.52
Agency Paid Rate	\$ 132.00	1.2%	\$ 133.58	2.1%	\$ 136.39

	Market Study	Proposed Rate
Citizen Paid Rate	6.08%	\$ 181.95
Agency Paid Rate	6.08%	\$ 144.68

Contract Class C	2015 Rate	CPI Applied Jan. 2016	2016 Rate	CPI Applied Jan. 2017	2017 Rate
Citizen Paid Rate	\$ 326.00	1.2%	\$ 329.91	2.1%	\$ 336.84
Agency Paid Rate	\$ 286.00	1.2%	\$ 289.43	2.1%	\$ 295.51

	Market Study	Proposed Rate
Citizen Paid Rate	6.08%	\$ 357.32
Agency Paid Rate	6.08%	\$ 313.48

All other contract fee items (except Gate Fee) such as drop fees, extra truck, tow by the hour will be calculated using the Market Study 6.08% increase. Final rates will be rounded to the nearest whole dollar amount. As part of the rate proposal package we are proposing a trial period to release the tower's responsibility for a lot attendant during business hours. If unsuccessful, this requirement will be reinstated.



5.4.12.4 Tow Contractor may assess a Gate Fee on official Agency holidays. However, the Gate Fee is not allowed on December 24 (Christmas Eve) and December 31 (New Year's Eve) between the hours of 1200 noon and 1800, except in years when these dates fall on Saturday or Sunday.

5.4.13 Drop Fee

5.4.13.1 Except when instructed otherwise by police or other official, once a Tow Contractor has arrived at the location of a requested penalty tow and has attached equipment for towing, the Tow Contractor may require payment of a Drop Fee plus Dispatch Fee, as provided in this Tow Contract before releasing the vehicle to the owner/owner's agent or operator.

5.4.13.2 Except on Tag Warrant tows, if the vehicle owner/owner's agent returns to the vehicle after attachment of tow equipment, but before the tow truck is in motion, the tow driver will inform the vehicle owner/owner's agent of their right to have the vehicle released upon payment of the Drop Fee, as follows:

5.4.13.2.3 Class A \$447.00 + Dispatch Fee

5.4.13.2.4 Class B \$626.00 + Dispatch Fee

5.4.13.2.5 Class C ~~\$101~~107.00 + Dispatch Fee

5.4.14 Release at the Scene (RAS)

5.4.14.1 Except when instructed otherwise by police or other official, when a Tow Contractor has arrived at the location of a requested penalty tow and has completed the attachment of equipment for towing and is in motion with the vehicle in tow, the Tow Contractor may assess the full tow fee, including the Dispatch fee and City Service fee, provided in this Tow Contract before releasing the vehicle to the owner/owner's agent or operator.

5.4.14.2 Except on Tag Warrant tows, if the vehicle owner/owner's agent returns to the vehicle when the tow truck is in motion, the tow driver will inform the vehicle owner/owner's agent of their right to have the vehicle released upon payment of the tow fee.

5.4.14.3 The fee for Release At the Scene (RAS) will equal the sum of the tow fee, plus the City Service Charge, plus the dispatch fee, and if applicable, the Parking Enforcement service fee.

5.4.15 Lien Filing Fee.

5.4.15.1 After a vehicle has completed 7 days in storage, the Tow Contractor may recoup lien-filing expenses actually incurred.

5.4.15.2 For vehicles valued at up to \$2,500.00, the Tow Contractor will recoup not more than \$434.00. Such charges must be itemized on the tow invoice and documentation provided to the vehicle owner or the Towing Coordinator, on request.

5.4.15.3 For vehicles valued over \$2,500.00 or vehicles registered outside of the state of Oregon, the Tow Contractor may recoup up to ~~\$105~~111.00 in lien filing expenses for obtaining registered owner information, certified mail and mandatory advertising. Tow Contractor must make a prior written request and provide documentation to the Towing Coordinator for approval of lien fees in excess of \$434.00.

5.4.16 General Storage Rates

- 5.4.16.1 In no case will Tow Contractor charge for more than 60 days of storage of a vehicle towed under this Tow Contract.
- 5.4.16.2 The space for which the storage fee may be assessed is limited to the actual area that the vehicle and its load cover or project over.
- 5.4.16.3 For the purpose of determining storage charges, twenty-four (24) hour periods will be used, beginning when the tow is called in to Tow Desk as complete.
- 5.4.16.4 Time and date of release will be recorded on the tow invoices of all vehicles released under this Tow Contract.
- 5.4.17 Agency Storage Rates.
 - 5.4.17.1 No storage charges will accrue against Agency-owned vehicles, provided the vehicle is removed or re-towed the following business day.
 - 5.4.17.2 In any case, no more than 60 days of storage of a vehicle will be charged to an Agency.
 - 5.4.17.3 Vehicles up to twenty (20) feet in length comprise one (1) storage unit. For all vehicles up to 20 feet in length for which an Agency pays storage charges:
 - 5.4.17.4 First four hours after the completion of the tow there will be no charge.
 - 5.4.17.5 Following 20 hours or any part thereof\$~~1415~~.00 per day.
 - 5.4.17.6 Thereafter, per additional 24 hours or any part thereof\$~~1415~~.00 per day.
 - 5.4.17.7 Vehicles occupying more than one storage unit:
 - 5.4.17.7.1 21 feet to 40 feet long \$~~2324~~.00 per day
 - 5.4.17.7.2 Vehicles over 40 feet in length \$~~2729~~.00 per day
 - 5.4.17.7.3 Tow Contractor will measure and document the actual size of any vehicle for which an Agency is assessed more than one storage unit fee per day.
- 5.4.18 Non-Agency Storage Rates. Subject to such exceptions as are contained in this Tow Contract, the storage rates for all Non-Agency towed vehicles, except Private Preference tows, are as follows:
 - 5.4.18.1 Vehicles up to 20 feet in length comprise 1 unit. For all vehicles up to 20 feet in length for which storage is charged:
 - 5.4.18.1.1 First 4 hours after the completion of the tow there will be no charge.
 - 5.4.18.1.2 Following 20 hours or any part thereof\$~~2527~~.00 per day.
 - 5.4.18.1.3 Thereafter, for each additional 24 hours or any part thereof\$~~2527~~.00 per day.
 - 5.4.18.2 Vehicles occupying more than one storage unit:
 - 5.4.18.1.1 Vehicles 21 feet to 40 feet long \$~~3335~~.00 per day

- 5.4.18.1.2 Vehicles over 40 feet in length \$~~4346~~.00 per day
- 5.4.18.1.3 Tow Contractor must measure and document on the tow invoice the actual size of any vehicle for which more than one storage unit fee per day is assessed.
- 5.4.19 Storage Grace Period
 - 5.4.19.1 If a towed vehicle is redeemed within the four hours following the tow, no storage fee will be assessed. The four-hour storage grace period begins at the time the completion of the tow is called in to Tow Desk. After the grace period has expired, storage is calculated from the time when the tow was called in to the Tow Desk as complete.
 - 5.4.19.2 Storage on private preference tows may begin at the time the towed vehicle enters the storage lot.
- 5.4.20 Storage Assessment for Police Hold vehicles.
 - 5.4.20.1 For the first 48 hours after the start of a temporary or formal hold period, the Tow Contractor will not assess the daily storage fee. The storage fee for the final 24 hours of a 72-hour temporary hold will be paid by the requesting Agency at the Agency storage rate.
 - 5.4.20.2 Weekends and holidays are excluded from the computation of the first 48 hours of a police hold. For purposes of this section, weekend means 12:01 am Saturday to 12:01 a.m. Monday.
 - 5.4.20.3 When a temporary or formal hold is lifted or expires, Tow Contractor may begin charging storage fees at 10:00 a.m. the following workday.

Section 6. Authority of the Towing Board of Review.

- 6.1 The Tow Board was established by Chapter 3.98 of the Portland City Code for the purpose of reviewing and regulating the performance of Tow Contractors and the Tow Desk.
- 6.2 For the purposes of this Tow Contract, the Tow Board will:
 - 6.2.1 Determine if Tow Contractors are in compliance with the Tow Contract and hear and investigate complaints regarding the performance of the Tow Contractors.
 - 6.2.2 Determine and apply appropriate remedies for violations of the Tow Contract.
 - 6.2.3 Establish its own rules and bylaws and provide the procedure for all matters for consideration or action by the Tow Board.
 - 6.2.4 Determine the terms and content of the contracts between the Agencies and the Tow Contractors.
 - 6.2.5 Hold public hearings regarding rates and establish the rates for towing and storage of vehicles under this Tow Contract.
 - 6.2.6 Establish selection criteria and methods, and select eligible Tow Contractors for certification by the Agencies and the City Council.
 - 6.2.7 Establish the minimum level of experience required for participation in this Tow Contract.

- 6.2.8 Acting through the Towing Coordinator or other designee, inspect all equipment, facilities and personnel for compliance with this Tow Contract.
- 6.2.8.1 Upon notice by the Towing Coordinator that a registered tow truck or other piece of equipment is mechanically unsound, the Board may require the Tow Contractor to submit the truck or equipment to an inspection by an ASE Certified Technician. The truck or equipment will not be approved for use on the Contract until the Tow Contractor provides original documentation of having passed the inspection.
- 6.2.9 Acting through the Towing Coordinator or other designee, investigate the necessity of the use of specialized equipment and the rates charged and take any actions deemed appropriate if it is determined that the use of specialized equipment was unnecessary or the charges excessive.
- 6.2.10 From time to time, throughout the term of this Tow Contract, the Agencies, acting through the Tow Board, may issue rules and directives not inconsistent with this Tow Contract. Tow Contractor will be furnished copies of such rules and directives. Such rules and directives will become part of and incorporated into this Tow Contract and will become effective as provided by the Tow Board.
- 6.3 Tow Districts
 - 6.3.1 The Tow Board will establish tow district boundaries within Multnomah County and provide a map illustrating those boundaries to the Tow Desk.
 - 6.3.2 The Tow Board reserves the right, in its sole discretion, to modify dispatching districts and procedures at any time.
- 6.4 Rotations
 - 6.4.1 The Tow Board will establish district rotations and special rotations for each tow district.
 - 6.4.3 The Tow Board will establish a list of eligible Tow Contractors to operate in rotation within each dispatching district in Multnomah County.
 - 6.4.4 Assignment of the towing districts for dispatching will be determined by the location of each Tow Contractor's primary storage facility.
 - 6.4.5 It is in the public interest to foster competition and to allow for the development of diverse, independent businesses to better serve the public. Accordingly, no person will have a "substantial financial interest" in more than one municipal tow contract in any given Tow District. In addition, no person will have a "substantial financial interest" in more than three (3) municipal tow contracts (including towing, dispatching and abandoned vehicle towing) without Tow Board approval. A "substantial financial interest" in a municipal tow contract occurs when a person owns more than 33% of the tow company that is a party to that municipal tow contract.

Section 7. Termination and Remedies.

- 7.1 Non-compliance
 - 7.1.1 Non-compliance with any Tow Contract condition or with any rule or directive of the Tow Board is a breach of this Tow Contract. The Tow Contractor may be subject to review,

suspension, termination or other remedies provided in this Tow Contract for any such breaches.

7.2 Termination

7.2.1 Termination for Convenience. The Agencies, acting through the Tow Board, and the Tow Contractor, by mutual written agreement, may terminate this Tow Contract at any time.

7.2.2 Unilateral Termination. The Agencies, acting through the Tow Board, or any individual Agency, or the Tow Contractor on sixty (60) days written notice to the other party(ies), may terminate this Tow Contract for any reason deemed appropriate in its sole discretion.

7.2.3 Termination by an Agency. Each of the Agencies may unilaterally terminate its participation in this Tow Contract without cause upon delivery of written notice of termination to the other parties as provided in Section 20 of this Tow Contract.

7.2.4 Termination for Failure to Report Criminal Activity. The Tow Board may immediately, unilaterally terminate this Tow Contract, without prior notice, if the Tow Contractor fails to report any arrest, charge, conviction or sentencing of any owner, part-owner, partner, business associate, principal party, officer, director, agent, employee or any other person associated with the Tow Contractor's performance of this Tow Contract as required by Section 3.41.8 of this Tow Contract.

7.2.5 Termination due to Breach. Either the Agencies, acting through the Tow Board, or the Tow Contractor may terminate this Tow Contract in the event of a breach of the Tow Contract by the other party or parties. The Agencies, acting through the Tow Board, may also terminate this Tow Contract for Tow Contractor's failure to comply with any local, state, or federal laws, or directives of the Tow Board. Prior to such termination, the party seeking the termination will give to the other party written notice of the breach as provided in Section 20 of this Tow Contract and of the party's intent to terminate. If the notified party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Tow Contract at any time thereafter by giving a written notice of termination.

7.3 Remedies.

7.3.1 Tow Contractor agrees that upon notification by the Agencies, acting through the Tow Board, that Tow Contractor has breached this Tow Contract and failed to cure the breach, the Agencies acting through the Tow Board may terminate this Tow Contract or impose any of the remedies provided in this section in lieu of termination. Imposition of any of the remedies provided by this section will not limit the Agencies' ability to use any other remedies that may be available by law. The Tow Board may:

7.3.1.1 Direct Tow Contractor to make restitution or adjustment to any person aggrieved or damaged by Tow Contractor's breach; and/or,

7.3.1.2 Direct Tow Contractor to make changes or adjustments in its operating methods, procedures, personnel, facilities, or equipment, reasonably designed to prevent recurrence of the breach; and/or,

7.3.1.3 Suspend this Tow Contract for a period up to sixty (60) days, or until such time as the breach is cured; and/or,

7.3.1.4 Assess penalties for breach of the contract.

- 7.3.1.4.1 The Tow Board may assess financial penalties in amounts up to \$500 per breach. The penalties determined by the Tow Board may be per day, per occurrence or other measure of breach, as may be deemed appropriate by the Tow Board.
- 7.3.1.4.2 It is the Tow Board's intent to determine financial penalties as a reasonable estimate of the damages caused by the breach. Such damages may include increased cost of contract administration and enforcement and other damages which are difficult to accurately measure. In determining the amount of penalties, the Tow Board will consider the seriousness of the breach, the amount of penalties necessary to deter future breaches, previous breaches during this or any prior Tow Contract, and other appropriate matters.
- 7.3.1.4.3 The Towing Coordinator, as designee of the Tow Board, is authorized to assess financial penalties for breaches of this Tow Contract as provided by this section. Assessment of such financial penalties is appealable to the Tow Board. The Towing Coordinator will report assessment of any financial penalties at the next bi-monthly meeting of the Tow Board, following the assessment.
- 7.3.2 Schedule of financial penalties:
- | | | |
|-----------|--|---|
| 7.3.2.1 | Improperly equipped truck | \$25.00 per missing item per truck, per occurrence. |
| 7.3.2.2 | Insufficient staffing or trucks available without prior arrangement with the Towing Coordinator. | \$50.00 per occurrence |
| 7.3.2.3 | Late Tow Response or Failure to perform. | \$75.00 per occurrence |
| 7.3.2.4 | Late Arrival for release of a vehicle | \$50.00 per occurrence |
| 7.3.2.5 | Late report of information to Tow Desk. | \$50.00 per occurrence |
| 7.3.2.6 | Failure to use back-up alarm when backing a tow truck at a tow scene. | \$50.00 per occurrence |
| 7.3.2.7 | Missing or incorrect information on the tow bill | \$25.00 per item, except as specified below. |
| 7.3.2.7.1 | Tow Number | \$75.00 per occurrence. |
| 7.3.2.7.2 | Hold Information (if applicable) | \$50.00 per occurrence. |
| 7.3.2.7.3 | Unitemized billing | \$50 per occurrence |
| 7.3.2.7.4 | Code Hearings information | \$75 per occurrence. |
| 7.3.2.7.5 | Undocumented Standby charge | \$50.00 plus refund of standby fee. |
| 7.3.2.7.6 | Undocumented extra person or truck | \$50.00 plus refund of extra fee. |
| 7.3.2.8 | Release of vehicle without Police Release | \$75 per occurrence plus payment of the uncollected release fee to the police agency. |

7.3.2.9	Release of a vehicle with a current temporary or formal hold.	\$150.00 per occurrence
7.3.2.10	Failure to clean up at accident scene and/or notify the Bureau of Environmental Services (BES) when absorbent material has been applied	\$100.00 per occurrence
7.3.2.11	Failure to provide reasonable protection from weather, i.e., closing windows, sunroofs, covering with tarp, etc..	\$50.00 per occurrence
7.3.2.12	When keys are available, failure to close and lock doors.	\$25.00 per vehicle, per occurrence
7.3.2.13	Call Jumping	\$100 per occurrence.
7.3.2.14	Cross response out of district	\$100.00 per occurrence.
7.3.2.15	Police Hold Conditions violation	\$150.00 per occurrence.
7.3.2.16	Failure to accept a valid credit or debit card	\$50.00 per occurrence.
7.3.2.17	Overcharging	50% of amount of overcharge or \$50.00, whichever is more plus refund of overage.
7.3.2.18	Late response or failure to respond to a complaint notice	\$100.00 + any other penalties or refund
7.3.2.19	Late response (waiver request or payment) to penalty assessment	Surcharge of 5% (per month) of the amount of the penalty
7.3.2.20	Use of a non-standard or incorrect tow invoice form.	Full refund of all towing and storage fees paid to the Tow Contractor, plus \$50.00 penalty.
7.3.2.21	Failure to notify Tow Desk of an MCSO hold	\$150.00 per occurrence
7.3.2.22	Failure to obey instructions by Police or Agency Personnel.	\$150.00 per occurrence
7.3.3	Excessive Passes.	
7.3.3.1	Failure to respond to 90% of Tow Contract tow requests received in a calendar month, when the total number of tow requests in the month is more than 50:	
7.3.3.1.1	First offense in a 12 month period, beginning with the effective date of this Tow Contract	Notice to Tow Board and written warning.
7.3.3.1.2	Second offense in 12 months	14-day suspension.
7.3.3.1.3	Third offense in 12 months	Hearing before the Tow Board for possible termination for breach of Tow Contract.

- 3.23 Tow Contractor will, at no extra charge, make the vehicle available to the owner/owner's agent for retrieval within 30 minutes of the time of payment, or other time mutually agreed upon.
- 3.24 Tow Contractor will maintain 24-hour, seven days per week telephone service for the release of towed vehicles.
- 3.25 Tow Contractor or the Tow Contractor's designee will be readily available to provide information about a towed vehicle whenever an owner/owner's agent calls. If an owner/owner's agent calls after regular business hours and it is necessary for the Tow Contractor or the Tow Contractor's designee to check for information and call back, the Tow Contractor will call the owner/owner's agent back in no more than 30 minutes.
- 3.26 ~~At all times other than regular business hours, Tow Contractor will have an attendant at the storage facility will arrive at the storage facility within the following timeframes: for vehicle releases within 30 minutes of receiving notice that, either:~~
- 3.26.1 ~~Within 30 minutes of an immediate request by vehicle's registered owner/agent to release a vehicle or obtain personal property from the vehicle. The vehicle owner/owner's agent is at the storage facility and has requested release of the vehicle; or,~~
- 3.26.2 ~~The vehicle owner/owner's agent will be at the storage facility within one hour to redeem the vehicle. May meet the vehicle owner/agent at the storage facility at a mutually agreed upon time.~~
- 3.27 For the purposes of this section, a telephone request by a vehicle owner/owner's agent constitutes notice of a release request.
- 3.28 In addition to any other remedy provided in this Tow Contract, if Tow Contractor is unavailable within 30 minutes of the time an owner/owner's agent has agreed to meet for the release of a vehicle, Tow Contractor will forfeit any Gate Fee and additional storage charges against the vehicle.
- 3.29 When releasing a vehicle outside of regular office hours, if a Tow Contractor waits at the storage facility for a vehicle owner/owner's agent more than one hour after the appointed time for the release, the Tow Contractor may assess an additional fee equal to one-half the regular gate fee for each extra hour, or part thereof, that the Tow Contractor waits without further contact with the vehicle owner/owner's agent.
- 3.30 Lien Processing.
- 3.30.1 Tow Contractor will advise the Tow Board of its current lien procedures and whether it is using a lien service. Tow Contractor will provide to the Tow Board a copy of the current lien notification letter used for vehicles towed under this Tow Contract and a description of the timing and steps taken to assert and foreclose a possessory lien.
- 3.30.2 Tow Contractor will adhere strictly to the statutory requirements set forth in the Oregon Revised Statutes for lien foreclosure, disposition of vehicle contents, and collections.
- 3.30.3 All unclaimed or unredeemed vehicles will be appraised in accordance with the requirements of ORS 819.480, as it may be amended, by a licensed vehicle appraiser.
- 3.30.4 At the expiration of the redemption period as prescribed by State law, Tow Contractor may

appraisals, etc.), vehicle release records, and inventory and condition reports for inspection, audit and copying for 6 years from the date of termination of this Tow Contract.

- 3.32.2 Within 24 hours of the Tow Board's request, Tow Contractor will make available any records regarding its work under this Tow Contract for inspection, audit or copying by the Tow Board, or its authorized representative.
- 3.32.3 Tow Contractor will retain all equipment and facilities inspection records for the term of this Tow Contract.
- 3.32.4 When the Tow Board requests information regarding any tow performed under this Tow Contract, the Tow Contractor will provide complete and accurate information within 24 hours of the Tow Board's request or other deadline specified by the Towing Coordinator.
- 3.33 Staffing Requirements. Tow Contractor will maintain on staff the following personnel at all times during the term of this Tow Contract:
 - 3.33.1 An attendant will be on duty at the Tow Contractor's primary storage facility during regular business hours, except Agency holidays and after 1200 on New Year's Eve and Christmas Eve. On duty means physically present and available by telephone at the primary storage facility. This requirement will be waived beginning August 16, 2017 for a 6 month trial period. If unsuccessful, the City reserves the right to reinstate this requirement.
 - 3.33.2 Tow Contractor will maintain at least one registered tow driver on duty at all times in each tow district where the Tow Contractor is on rotation. The on-duty tow driver is to respond to Contract towing requests in their district as the first priority.
 - 3.33.3 Tow Contractor will retain on staff a number of qualified drivers, registered with the Tow Board, based on the average number of tows/month in the previous calendar year:
 - 3.33.3.1 Less than or equal to 100 tows/month = 4 drivers on staff, with 3 available at all times.
 - 3.33.3.2 More than 100 tows/month = 5 drivers on staff, with 4 available at all times.
 - 3.33.4 Class C Tow Contractors on the Class C Emergency rotation will retain on staff a minimum of 3 qualified drivers.
 - 3.33.4.1 Qualified Class C Emergency tow drivers will maintain a Class A license issued by the Department of Motor Vehicles in the state of residence.
 - 3.33.4.2 At least one staff member of every Class C Emergency tower will have completed one of the following trainings:
 - 3.33.4.2.1 Wreckmaster level 6-7; or,
 - 3.33.4.2.2 TRAA (Towing and Recovery Association of America) level 3; or,
 - 3.33.4.2.3 A comparable training may be substituted if approved by the Tow Board.
 - 3.33.5 Class C Tow Contractors on the Class C Non-emergency rotation only will retain on staff a minimum of 2 drivers. Class C Drivers on the Non-emergency rotation are not required to have Wreckmaster or TRAA training.