

EXHIBIT "C"

**SCHEDULE OF RATES AND CHARGES**  
**FOR THE CITY OF GLENDALE'S**  
**OFFICIAL POLICE TOW SERVICES**  
**(Effective April 29, 2024)**

The charges of all Official Police Tow Services (collectively, "Contractor") must not exceed the following towing, labor, and storage rates or fees, for any service performed under the Agreement with the City of Glendale:

Contractor offers a discount rate to all individuals paying for towing and storage fees by a means other than credit card. The rate for paying by a means other than by credit card is discounted to encourage payment by cash, check, or other means not involving the use of a credit card and it is offered to all consumers.

**I. TOWING**

Charges must be based on an hourly rate for time actually consumed, except as specified otherwise in this Schedule of Rates and Charges:

**1. AUTOMOBILE AND MOTORCYCLES:**

	<b>Payment by Credit Card</b>	<b>Non-Credit Card Payment</b>
For the first hour or fraction of it:	\$151.00	\$147.00
For each additional half-hour or fraction of it after the first hour:	\$75.00	\$73.00

**2. HEAVY DUTY TOW:**

	<b>Payment by Credit Card</b>	<b>Non-Credit Card Payment</b>
For the first hour or fraction of it for a Heavy Duty unit and one operator:	\$289.00	\$283.00
For the first hour or fraction of it for each additional Heavy Duty unit with operator:	\$289.00	\$283.00
For each additional half-hour or fraction of it after the first hour:	\$145.00	\$141.00
For each hour or fraction of it for each additional tow personnel required:	\$64.00	\$63.00

Heavy Duty rates apply only when the type of vehicle to be towed or the circumstance necessitates the use of Heavy Duty equipment. Otherwise, those rates set forth in #1 above apply, regardless of the equipment used. Contractor shall not charge Heavy Duty rates when its standard tow equipment: was employed, was unavailable, or would have been sufficient for the circumstances.

Examples of circumstances justifying the use of Heavy Duty equipment include, but are not limited to: uprighting an overturned passenger car or light truck; towing a vehicle with a load capacity in excess of one-ton; or winching a passenger car or light truck from an embankment.

**3. SPECIAL HEAVY DUTY TOW:**

	<b>Payment by Credit Card</b>	<b>Non-Credit Card Payment</b>
For the first hour or fraction of it for a Special Heavy Duty unit and one operator:	\$437.00	\$427.00
For the first hour or fraction of it for each additional Special Heavy Duty unit with one operator:	\$437.00	\$427.00
For each additional half-hour or fraction of it after the first hour:	\$186.00	\$183.00
For each hour or fraction of it for each additional tow personnel required:	\$64.00	\$63.00

Special Heavy Duty rates apply only when the type of vehicle to be towed or the circumstance necessitates the use of Special Heavy Duty equipment. Otherwise, those rates set forth in #1 above (or, if applicable, #2 above) apply, regardless of the equipment used. Contractor shall not charge Special Heavy Duty rates when its standard or Heavy Duty tow equipment: was employed, was unavailable, or would have been sufficient for the circumstances.

Examples of circumstances justifying the use of Special Heavy Duty equipment include, but are not limited to: uprighting an overturned vehicle with a load capacity in excess of one-ton; towing a vehicle with three or more axles and a gross weight, laden or unladen, of 18,000 pounds or more; towing a vehicle, or combination of vehicles, which is “oversize,” as defined by the California Vehicle Code; winching a vehicle, other than a passenger car or light truck, from an embankment; or vehicles specifically requiring special towing equipment or special preparation for handling.

**4. SPECIAL CONDITIONS; USE OF OUTSIDE TOW SERVICES AND/OR EQUIPMENT:**

If Contractor cannot handle within its assigned District a Heavy Duty tow (#2 above) or a Special Heavy Duty tow (#3 above), and if a tow firm (that is neither under contract with the City, nor a City-approved subcontractor who performs Heavy Duty or Super Heavy Duty tows on Contractor’s behalf) performs any service for, or provides any equipment to, Contractor, then Contractor’s rates and charges shall not exceed current California Highway Patrol area rates and charges.

**5. HAZARDOUS MATERIAL TOW:**

	<b>Payment by Credit Card</b>	<b>Non-Credit Card Payment</b>
For the first hour or fraction of it when a vehicle carries any <i>hazardous material</i> , as defined in the U. S. Department of Transportation’s Hazardous Material Regulations, 49 C.F.R. § 171.8 (2008), or any successor regulation or legislation:	\$654.00	\$638.00
For each additional half-hour or fraction of it after the first hour:	\$329.00	\$324.00

For each hour or fraction of it for each additional tow personnel required:	\$64.00	\$63.00
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**6. MILEAGE CHARGES:**

<b>Payment by Credit Card</b>	<b>Non-Credit Card Payment</b>
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Per mile may be charged when the vehicle owner or driver requests towing to a location more than five (5) miles outside the nearest boundary of Contractor's assigned area. The mileage rate may be charged for one-way travel, after the first five miles. Tows made from within five miles of Contractor's assigned boundaries are not subject to mileage charges.

\$8.50	\$8.50
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**7. LIQUID WASTE MATERIAL REMOVAL:**

<b>Payment by Credit Card</b>	<b>Non-Credit Card Payment</b>
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For each vehicle towed per incident for handling, collecting, removing, transporting, disposing or storing liquid waste materials. The charge includes all labor and materials.

\$16.00	\$16.00
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**8. STOLEN PART AND BULK ITEM REMOVAL:**

<b>Payment by Credit Card</b>	<b>Non-Credit Card Payment</b>
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For each vehicle towed per incident for removing stolen component parts. The charge includes all labor and materials.

\$85.00	\$83.00
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For each vehicle towed per incident for removing bulk items. The charge includes all labor and materials.

\$151.00	\$147.00
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**9. CANCELLATION OF TOW SERVICE; SERVICE CHARGES:**

- (A) When the Police Department, or the vehicle owner or driver, has requested Contractor's services, and tow service is canceled before Contractor has custody of the vehicle, Contractor shall not charge the vehicle owner or driver any service charge or fee.
- (B) When the Police Department, or the vehicle owner or driver, has requested Contractor's services, and tow service is canceled after Contractor has custody of the vehicle, but has not yet left the scene, Contractor may charge the vehicle owner or driver not more than one-half of the base hourly rate for the applicable category of tow service on scene, as set forth in #1, #2, or #3 above.
- (C) When the Police Department, or the vehicle owner or driver, has requested Contractor's

services, and tow service is canceled after Contractor has custody of the vehicle, and has left the scene, Contractor may charge the vehicle owner or driver the full base hourly rate for the applicable category of tow service deployed, as set forth in #1, #2, or #3 above.

For purposes of this Schedule of Rates and Charges, “custody” means and occurs when, whichever event happens earliest in time:

- (1) The tow unit driver or operator, or any other personnel of Contractor, receives the vehicle’s door or ignition key; or
- (2) The tow unit, or other equipment, machinery or tool of Contractor, first connects to any part of the vehicle, regardless of whether the vehicle is upright or is raised off the ground; or
- (3) The tow unit driver or operator, or any other personnel of Contractor, first enters or moves any part of the vehicle; or
- (4) The vehicle is first placed upon Contractor’s tow unit, vehicle, equipment, premises, lot or facility.

For purposes of this Schedule of Rates and Charges, “left the scene” means and occurs when:

- (1) The tow unit and the vehicle are in transit and have traveled more than ten (10) feet upon a roadway, from the location where Contractor obtained custody of the vehicle; or
- (2) The tow unit and the vehicle are in transit and are past the boundary of the private property from where Contractor obtained custody of the vehicle.

**II. STORAGE AND AFTER-HOUR RELEASES**

Charges must be based on a daily rate, which extends from midnight to midnight of the following day:

**1. BASE STORAGE RATES:**

	<b>Payment by Credit Card</b>	<b>Non-Credit Card Payment</b>
For an automobile, or a truck with a load capacity up to and including 1-ton:	\$47.00	\$46.00
For a motorcycle, a scooter, or a motorized cycle:	\$13.00	\$12.00
For a truck with a load capacity over 1-ton, a boat, or a trailer - less than 20 feet in length:	\$52.00	\$51.00
For a truck with a load capacity over 1-ton, a boat, or a trailer - 20 feet in length to 40 feet in length:	\$66.00	\$64.00
For a truck with a load capacity over 1-ton, a boat, or a trailer - more than 41 feet in length:	\$82.00	\$80.00

For a major vehicle component:	\$9.50	\$9.50
For bulk items (e.g., pallets, drums, boxes, metal, plastics, etc.)	\$.50/sq.ft.	\$.50/sq.ft.

2. **AFTER-HOUR STORAGE RELEASE:**

	<b>Payment by Credit Card</b>	<b>Non-Credit Card Payment</b>
For an automobile, truck, motorcycle, scooter, or motorized cycle, boat or trailer.	\$77.00	\$75.00

3. **SPECIAL CONDITIONS; EXCEPTIONS:**

- (A) Regardless of Contractor's posted business hours, when a request to release a vehicle is made after 6:00 p.m. and before 7:00 a.m. on Monday through Friday, or at any time on Saturday and Sunday, or at any time on a holiday that is specified in the **Agreement**, Contractor may charge the after-hour gate fee (which is in addition to the base storage charge).
- (B) When a request to release a vehicle is made within the first hour of storage, Contractor shall not charge a storage fee.
- (C) When a request to release a vehicle is made within the second hour of storage, Contractor may charge not more than one-half of the first day's storage fee, regardless of the calendar date.
- (D) When a request to release a vehicle is made within eight hours of storage, Contractor shall charge not more than one day's storage fee, regardless of the calendar date.
- (E) When a request to release a vehicle is made between 6:00 p.m. and 7:00 a.m., Contractor shall not charge one day's storage fee, if the release occurs within the mandatory release hours (7:00 a.m. to 6:00 p.m.) of the business day immediately following the request.