

Feb. 28, 1987

TO THE CITY COUNCIL MEMBERS OF,  
THE CITY OF SACRAMENTO:

In trying to comply with the City Ordinance number 86-107, Article IV, Section 42.58, we are finding it difficult to obtain insurance in the amount so specified.

It seems the \$500,000 single limit, to be issued by an admitted carrier, with the City of Sacramento, as an additional insured, adds to the difficulties. It has forced many of the tow companies to go State Risk in order to obtain the \$500,000 with its other conditions.

We feel this insurance is out of line, due to the increased number of abandoned vehicles we have been called to tow. IF we were assured of being paid for each vehicle we tow, we could afford this insurance. As it stands now, the cost of towing, storing, processing, and finally disposing of, far exceeds any value the vehicle may have had.

In light of this information, we are asking that the council take a closer look at our situations. We have not objected to carrying the \$300,000, single limit, therefore, we feel you should investigate this matter further.

Thank You,

COMPANY NAME:

ADDRESS:

PHONE NUMBER:

*City Tow-Rosemary Baller*  
501 Alden Way  
Sacramento, CA  
95815  
916-921-1003

5. During the term of this Agreement, Contractor shall maintain in full force and effect a policy of public liability insurance with minimum coverages as follows: \$300,000 for injury to one or more persons and property damage in any one occurrence. Contractor shall cause the City of Sacramento to be named as additional insured of said policy and shall obtain a waiver of the insurer's right of subrogation against the City.
6. Contractor shall at all times this Agreement is in effect, file and maintain proof of the aforementioned insurance with the Sacramento Police Department, Office of Administrative Services, in the form of the City of Sacramento's standard certificate of insurance.
7. During the term of this Agreement, Contractor shall fully comply with the terms of the law of California concerning workman's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Contractor may have for workman's compensation.
8. In the event City requests Contractor to carry errors and omissions insurance for malpractice insurance, Contractor shall take out and keep in full force and effect during the term of this Agreement a policy in form and content satisfactory to City which shall indemnify City against errors and omissions or malpractice by Contractor. Said policy or policies shall provide liability coverage in an amount specified by City in its request.
9. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
10. No party of this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
11. Contractor shall bill the owner of the vehicle towed by Contractor under this Agreement for any towing storage charges. City shall not be liable to Contractor for any charges made by Contractor for towing or storage services. Contractor shall not charge the owner of any vehicle towed pursuant to this Agreement more than the maximum rates set forth in the fee schedule established by the California Highway Patrol Sacramento Area, attached hereto, marked Exhibit "A", and by this reference made part hereof. Contractor agrees that as the rates set forth in the fee schedule of the California Highway Patrol Sacramento Area are amended or changed from time to time, Contractor shall abide by said amendments or changes.



# CERTIFICATE OF INSURANCE

LET TAB STOP AT ARROWS  
 ISSUE DATE (MM/DD/YY)  
**4-11-86**

PRODUCER  
**Universal Insurance Services, Inc.**  
 3787 N. 7th Street, No. 107  
 Phoenix, Arizona 85014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY LETTER	<b>A</b>	<b>American Excess Insurance Company</b>
COMPANY LETTER	<b>B</b>	
COMPANY LETTER	<b>C</b>	
COMPANY LETTER	<b>D</b>	
COMPANY LETTER	<b>E</b>	

INSURED  
**D.W. Pollock, Enterprises, Inc.**  
 City Tow  
 520 North 16th Street  
 Sacramento, CA 95814

## COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
					PER OCCURRENCE	EACH OCCURRENCE	AGGREGATE
	<b>GENERAL LIABILITY</b>						
<input type="checkbox"/>	COMPREHENSIVE FORM				BODILY INJURY	\$	\$
<input checked="" type="checkbox"/>	PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD				PROPERTY DAMAGE	\$	\$
<input checked="" type="checkbox"/>	PRODUCTS/COMPLETED OPERATIONS				BI & PD COMBINED	\$ 600,	\$ 600,
<input checked="" type="checkbox"/>	CONTRACTUAL	<b>AEC000101</b>	<b>7-20-85</b>	<b>Continuous until Cancelled</b>	PERSONAL INJURY		\$
<input checked="" type="checkbox"/>	INDEPENDENT CONTRACTORS						
<input type="checkbox"/>	BROAD FORM PROPERTY DAMAGE						
<input type="checkbox"/>	PERSONAL INJURY						
	<b>AUTOMOBILE LIABILITY</b>						
<input type="checkbox"/>	ANY AUTO				BODILY INJURY (PER PERSON)	\$	
<input type="checkbox"/>	ALL OWNED AUTOS (PRIV. PASS.)				BODILY INJURY (PER ACCIDENT)	\$	
<input type="checkbox"/>	ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)				PROPERTY DAMAGE	\$	
<input checked="" type="checkbox"/>	HIRED AUTOS				BI & PD COMBINED	\$ 600,	
<input checked="" type="checkbox"/>	NON-OWNED AUTOS						
<input checked="" type="checkbox"/>	GARAGE LIABILITY						
<input checked="" type="checkbox"/>	<del>Scheduled Autos</del>	<b>AEC000101</b>	<b>7-20-85</b>	<b>Continuous until Cancelled</b>			
	<b>EXCESS LIABILITY</b>						
<input type="checkbox"/>	UMBRELLA FORM				BI & PD COMBINED	\$	\$
<input type="checkbox"/>	OTHER THAN UMBRELLA FORM						
	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>				STATUTORY		
					\$	(EACH ACCIDENT)	
					\$	(DISEASE-POLICY LIMIT)	
					\$	(DISEASE-EACH EMPLOYEE)	
<input checked="" type="checkbox"/>	<b>OTHER</b> <b>Fire, theft, car Collision</b>	<b>ABC000101</b>	<b>7-20-85</b>	<b>Continuous til Cancelled</b>		<b>\$1,000. Deductible \$1,000. ded.</b>	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

**1984 International, 1G7LAH228R56430**

**Loan No. 4100259177**

CANCELLATION

Feb. 28, 1987

TO THE CITY COUNCIL MEMBERS OF,  
THE CITY OF SACRAMENTO:

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We feel this insurance is out of line, due to the increased number of abandoned vehicles we have been called to tow. IF we were assured of being paid for each vehicle we tow, we could afford this insurance. As it stands now, the cost of towing, storing, processing, and finally disposing of, far exceeds any value the vehicle may have had.

In light of this information, we are asking that the council take a closer look at our situations. We have not objected to carrying the \$300,000, single limit, therefore, we feel you should investigate this matter further.

Thank You,

COMPANY NAME: CENTRAL VALLEY TOWING - Dave Hunt  
ADDRESS: 1225 NORTH B STREET  
SACRAMENTO, CALIF 95814

PHONE NUMBER: 447-7268

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6. Contractor shall at all times this Agreement is in effect, file and maintain proof of the aforementioned insurance with the Sacramento Police Department, Office of Administrative Services, in the form of the City of Sacramento's standard certificate of insurance.
7. During the term of this Agreement, Contractor shall fully comply with the terms of the law of California concerning workman's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Contractor may have for workman's compensation.
8. In the event City requests Contractor to carry errors and omissions insurance for malpractice insurance, Contractor shall take out and keep in full force and effect during the term of this Agreement a policy in form and content satisfactory to City which shall indemnify City against errors and omissions or malpractice by Contractor. Said policy or policies shall provide liability coverage in an amount specified by City in its request.
9. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
10. No party of this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
11. Contractor shall bill the owner of the vehicle towed by Contractor under this Agreement for any towing storage charges. City shall not be liable to Contractor for any charges made by Contractor for towing or storage services. Contractor shall not charge the owner of any vehicle towed pursuant to this Agreement more than the maximum rates set forth in the fee schedule established by the California Highway Patrol Sacramento Area, attached hereto, marked Exhibit "A", and by this reference made part hereof. Contractor agrees that as the rates set forth in the fee schedule of the California Highway Patrol Sacramento Area are amended or changed from time to time, Contractor shall abide by said amendments or changes.



# CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)  
**12-16-86**

PRODUCER  
 **FINNEY & BROWN, INC.**  
 P.O. BOX 60189  
 SACRAMENTO, CA 95860  
 TEL: (916) 485-2266

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COMPANIES AFFORDING COVERAGE	
COMPANY LETTER <b>A</b>	<b>FIREMANS FUND/NATIONAL SURETY</b>
COMPANY LETTER <b>B</b>	
COMPANY LETTER <b>C</b>	
COMPANY LETTER <b>D</b>	
COMPANY LETTER <b>E</b>	

INSURED  
**BRUCE HIGHFILL & DAVE HUNT**  
 DBA: **CENTRAL VALLEY TOWING & REPAIR**  
 DBA: **A & A TOWING & REPAIR**  
 P.O. BOX 1060  
 ORANGEVALE, CA 95662

## COVERAGES

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	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> OWNER'S & CONTRACTORS PROTECTIVE				GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OPS AGGREGATE	\$
					PERSONAL & ADVERTISING INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (ANY ONE FIRE)	\$
					MEDICAL EXPENSE (ANY ONE PERSON)	\$
<b>A</b>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	<b>CA-86-274568</b>	<b>10-17-86</b>	<b>10-17-87</b>	CSL	\$ <b>750,</b>
					BODILY INJURY (PER PERSON)	\$
					BODILY INJURY (PER ACCIDENT)	\$
					PROPERTY DAMAGE	\$
	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE	\$
	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>				STATUTORY	
					\$	(EACH ACCIDENT)
					\$	(DISEASE-POLICY LIMIT)
					\$	(DISEASE-EACH EMPLOYEE)
	<b>OTHER</b>					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

**CERTIFICATE HOLDER**  
**CITY OF SACRAMENTO POLICE DEPARTMENT**  
 625 H STREET  
 SACRAMENTO, CA 95814

**CANCELLATION**  
 IF SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
*Charles Rawlin*

Feb. 28, 1987

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Thank You,

COMPANY NAME: MINORITY TOW SERVICE  
ADDRESS: 2829 Rio Linda Blvd.  
Sacramento, CA 95815  
Phone ☎ 925-4627  
PHONE NUMBER: \_\_\_\_\_  
By *Jimmy Davis*

NO: 2-95 AAR 4303720

PRODUCER NAME AND ADDRESS  
 MERTEN INSURANCE AGENCY,  
 INC.  
 1745 MARKSTON RD STE. 300  
 SACRAMENTO CA 95825

OKER: 942349854

FC05227

12:01 A.M. PACIFIC STANDARD TIME  
 (ATED IN THIS POLICY)

INSURED COMPANY AND CODE: 007 THE NATIONAL SURETY CORPORATION

NAMED INSURED BUSINESS: TOWING OPERATION  
 FORM OF BUSINESS: INDIVIDUAL

ADDITIONAL PREMIUM: \$638

ITEM 2 SCHEDULE OF COVERAGES AND COVERED AUTOS  
 (SEE SUPPLEMENTARY STATE ENDORSEMENTS WHERE APPLICABLE)

<u>LIABILITY INSURANCE</u>		<u>EACH PERSON</u>	<u>EACH ACCIDENT</u>
<input checked="" type="checkbox"/>	COMBINED BODILY INJURY AND PROPERTY DAMAGE	XXXXXXXXXX	300,000.
<input type="checkbox"/>	BODILY INJURY		
<input type="checkbox"/>	PROPERTY DAMAGE	XXXXXXXXXX	
<input type="checkbox"/>	AUTO MEDICAL PAYMENTS		XXXXXXXXXX
<input checked="" type="checkbox"/>	UNINSURED MOTORISTS DESIGNATED STATES: CA	30,000	60,000

<u>COVERAGES</u>	<u>SYM</u>	<u>COVERED AUTO DESCRIPTION</u>
<input checked="" type="checkbox"/> LIABILITY INSURANCE	7	SPECIFICALLY DESCRIBED AUTOS
<input type="checkbox"/> PERSONAL INJURY PROTECTION		
<input type="checkbox"/> AUTO MEDICAL PAYMENTS		
<input checked="" type="checkbox"/> UNINSURED MOTORIST INSURANCE	7	SPECIFICALLY DESCRIBED AUTOS

ITEM 3 DESCRIPTION OF COVERED AUTOS (REFER TO JACKET FOR DESCRIPTION)

THESE DECLARATIONS ARE ISSUED IN CONJUNCTION WITH AND ARE PART OF POLICY  
 FORM 140583, 140615.  
 FILING:

REPORT BASIS:  
 AMENDING LIMITS

JAN 30 1987.



5. During the term of this Agreement, Contractor shall maintain in full force and effect a policy of public liability insurance with minimum coverages as follows: \$300,000 for injury to one or more persons and property damage in any one occurrence. Contractor shall cause the City of Sacramento to be named as additional insured of said policy and shall obtain a waiver of the insurer's right of subrogation against the City.
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Thank You,

COMPANY NAME: TRIPLE "L" TOWING *L. Graves*

ADDRESS: 927-0097 - 927-0098 -

4720 Drycreek Road

Sacramento, CA 95838

PHONE NUMBER: \_\_\_\_\_

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