



DOL NO. _____

ESR DOC NO. _____

THIS TWO-PART DOCUMENT IS AN AGREEMENT BETWEEN:

DOING BUSINESS AS

(Applicant)

(Firm Name)

(Address, City, State Zip)

(E-mail Address)

Tax ID Number

(Phone Number)

⚠ For Major Incident Tow (MIT) List: If a partnership or sub-contract is used with another tow company, all Companies, Tow Trucks, Equipment and Operators must be registered and in good standing with WSP and DOL and have a current LOA on file with the WSP prior to responding to a MIT Activation as a sub-contractor. All required documentation of training and experience must be on file with the WSP. The primary MIT Registered Tow Truck Operator (MIT-RTTO) called from the MIT Tow List will be the tow & recovery lead contact at the scene. The MIT-RTTO Lead will coordinate the tow and recovery effort with the WSP Trooper-In-Charge (WSP TIC) and the WSDOT Incident Response Team Lead Technician (IRT Lead).

AND THE WASHINGTON STATE PATROL (WSP).

PART I (A): LETTER OF APPOINTMENT (LOA) – WSP ROTATIONAL TOW LIST

The above named towing business (operator) is authorized to render towing service (as provided in Revised Code of Washington (RCW), Chapter 46, and Washington Administrative Code (WAC), Titles 204 and 308 in the following:

District:	Tow Zone:		Class A , B, C, D, or E Trucks	<small>Tow Operator Initials¹</small>
	And/or Tow Zone:		Class C Trucks	<small>Tow Operator Initials¹</small>

This Letter of Appointment (LOA) is valid for the above-named person(s) and business location only. It is valid until October 14, 2013, or until cancelled, superseded, suspended, or revoked as set forth herein.

The above named tow operator shall be licensed by the Washington State Department of Licensing (DOL) as a registered tow truck operator (RTTO) during the period of this LOA. The LOA shall immediately terminate should the RTTO license be suspended, revoked, or terminated by DOL.

All towing and storage services shall be performed in accordance with the provisions of RCW 46.55, WAC 204-91A, and WAC 308-61, as currently formulated or as may be subsequently amended. This agreement may be revised if there are major changes in economic conditions as set out under "future increases" in this agreement.

**PART I (B): LETTER OF APPOINTMENT (LOA) - MAJOR INCIDENT TOW (MIT) LIST
EMERGENCY RESPONSE AND MOBILIZATION**

The above named towing business is authorized to render towing service as needed to clear the roadways as a result of a major incident blocking one or more lanes of traffic and involving recovery of one or more commercial vehicles and as outlined in Revised Code of Washington (RCW), Chapter 46, Washington Administrative Code (WAC), Titles 204 and 308, and in MIT Handbook of this contract in the following areas:

ONLY WSP Districts:	1, 2, 5, 7 <small>(circle one)</small>	Tow Zone	MIT TOW Program	Class C (WAC 204.91A.170.5) Class S1 (WAC 204.91A.170.9) Class S (MIT Support Vehicle)	<small>Tow Operator Initials¹</small>
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This Letter of Appointment is effective from October 15, 2011, through October 14, 2013. **However;** if neither party asks to re-open this agreement, then the LOA will be automatically extended for one year and the increases stipulated under "future increases" will be implemented by the WSP.

I hereby agree to the conditions of this agreement:

TOW OPERATOR _____ **DATE** _____

STATE PATROL _____ **DATE** _____

Captain

¹ Tow Operators Initials indicates participation in either or both the **Part I (A) WSP Rotational Tow** or **Part I (B) WSP Major Incident Tow (MIT) List**

PART II (A): ROTATIONAL TOW RATE CAP AGREEMENT

This agreement contains rules and regulations a tow operator agrees to comply with in order to receive a spot on the rotational tow listing with the WSP. Participation in the WSP tow rotation is voluntary. Compliance with all of the terms and conditions of the agreement is mandatory for companies signing this agreement. An owner/operator, by agreeing to participate in the WSP rotation, is not acting as an agent for the WSP or the State of Washington when performing services under this agreement. The tow operator agrees to provide towing services to members of the WSP and other motorists, when requested.

The tow owner/operator shall ensure tow truck drivers responding to calls initiated by the WSP are qualified, competent, trained and proficient in the use of the tow truck used and its related equipment. Including, but not limited to, the procedures necessary for safe towing and recovery of the various types of vehicles serviced through the WSP rotational process.

A tow operator who charges the general public (private citizens) rates lower than those identified in this agreement for services listed below **shall charge the same lower rate for similar services performed as a result of WSP originated calls and authorized impounds.**

- a. Roadside mechanical service, fuel transfers, tire, belt changes, etc.
- b. Disabled vehicles tow/transportation.
- c. Storage.
- d. After hours release fees.

Rates **shall not** exceed (but may be less than) the following schedule:

TRUCK RATES^{2,3} (Per Hour)

CLASS A & D	\$177.00	Rotator ⁴ \$247.00
Class B	\$213.00	Rotator ⁴ \$297.00
Class B ⁵	\$288.00	Rotator ⁴ \$400.00
Class C	\$373.00	Rotator ⁴ \$520.00
Class S1	\$624.00	40+Ton Rotator ⁴
Class S (Support Vehicle)	\$373.00	MIT PROGRAM ONLY

Class E & S rates shall have a maximum rate appropriate for its GVWR and be consistent with the above schedule. For example, if an "E" or "S" truck has a GVWR of 17,000 lbs. or more, Class "B" rates will apply if hauling Class "B" loads. Class "A" rates apply if hauling Class "A" loads.

- ◆ **Storage Rate:** \$45.00 per day
- ◆ **Storage:** Storage rates shall follow the guidelines set forth in WAC 204-91A-140.
- ◆ **Hourly Labor:** Extra RTO Employee/Driver \$88.00 (per hour). Based on ½ the current Class A Truck Rate; must have supporting documentation showing continuous employment.
- ◆ **Casual Labor:** Charges based on cost (must have supporting documentation), plus 25 percent mark-up.
- ◆ **Auxiliary Equipment:** Charges based upon the actual cost of equipment (must have supporting receipt), plus 20 percent mark-up.

² **Truck Rates:** The Seattle-Tacoma-Bremerton area Consumer Price Index for all Urban Consumers (CPI-U) – Transportation expenditure category will be utilized for future increases/decreases in truck and storage rates. Said increases/decreases will be to the nearest whole dollar and shall be made automatically on October 15 of each year, unless either party demands to meet and confer about price increases/decreases. The annual review and increase/decrease will be based on the unadjusted CPI-U Transportation from June of the current year.

³ **Fee for Absorbent Materials:** Tow operators will receive an additional \$5.00 per hour fee for carrying and use of absorbent material for fluid spills. This fee will be granted whether the material is used or not. This fee is included in the hourly rates listed above.

⁴ The term "**Rotator**" applies to any approved vehicle that has a rotating boom. The cost of using a rotator, other than the S1 will be its class rate plus 40 percent. Rotator rates shall only apply if:

1. The services are specifically requested by the legal or registered owner of the vehicle, or the officer in charge of the scene at the time of dispatch.
2. After being dispatched to the scene, the tow operator, legal or registered owner of the vehicle, and/or the officer in charge of the scene agree to the cost and benefits of the use of the rotator and the rotator is actually used in the recovery.

⁵ The 30,000 lbs. Gross Vehicle Weight Rating (GVWR) or more with air brakes rates apply only if the vehicle being towed has a GVWR between 26,000 lbs. and 33,000 lbs.

- ◆ **Handling and Disposing of Hazardous Materials:** Charges based upon cost of handling and disposing (must have supporting documentation) plus 20 percent mark-up.
- ◆ **Extra Equipment/Manpower:** Only the registered or legal owner of a vehicle or the officer in charge of the scene, where it is clearly apparent that additional manpower and/or auxiliary equipment is needed, can authorize extra labor or equipment as outlined in WAC 204-91A-140(d).
- ◆ **Application of Rate Maximums:** These rate maximums shall apply whether the services are provided as a result of "primary" (initial) or "secondary" tows as defined in WAC 204-91A-030.
- ◆ **Removal Liability:** RCW 46.52.020 (b) states, "A law enforcement officer or representative of the department of transportation may cause a motor vehicle, cargo, or debris to be moved from the roadway; and neither the department of transportation representative, nor anyone acting under the direction of the officer or the department of transportation representative is liable for damage to the motor vehicle, cargo, or debris caused by reasonable efforts of removal".

The WSP will call tow operators on a rotational basis with other tow operators who have qualified and are issued a LOA for the above listed zone(s). Only tow truck operators who have a current/valid LOA will be called by the WSP in this zone, except for emergency situations, or when a motorist has a personal preference request for another tow operator/company.

The applicant agrees, as a condition of inclusion on the rotational tow list, to comply with the terms and conditions of this agreement. Furthermore, the applicant agrees that failure by any employee of the towing company to comply with these terms and conditions shall be cause for written reprimand/warning, suspension, or termination of the LOA. Alleged violations of the agreement, RCW's and/or WAC's will be investigated by the WSP.

PART II (B): MAJOR INCIDENT TOW (MIT) AGREEMENT – WSP MIT TOW LIST

This agreement contains rules and regulations a tow company agrees to comply with in order to receive placement on the WSP **Major Incident Tow (MIT)** Tow List. Participation in the WSP MIT program is voluntary. The WSP MIT TOW LIST is separate and not associated with the WSP ROTATIONAL TOW LIST. Compliance with all of the terms and conditions of the WSP Rotational Tow List LOA is mandatory for companies signing this MIT agreement.

All towing, clearing the roadway and clean-up services shall be performed in accordance with the provisions of 46.55 RCW, 204-91A WAC, 308-61 WAC, and in cooperation with Washington State Department of Transportation (WSDOT) and other emergency response entities, as currently formulated or as may be subsequently amended.

The authorized tow truck company responding to the major incident will have the opportunity to receive an **Emergency Response Mobilization Fee** through Washington State Department of Transportation (WSDOT) if specific criteria are met as outlined in Attachment C – Equipment, Driver and Vehicle Requirements in the MIT Program Handbook available online at:

<http://wsdot.wa.gov/Operations/IncidentResponse/initiatives.htm>.

Approval for payment of the emergency response mobilization fee will be at the discretion of the WSP and/or WSDOT, and only upon confirmation of receipt by WSDOT of the required documentation as listed in the MIT Program Handbook.

FOR MIT ACTIVATIONS ONLY - The WSP will call the tow operators on *either* a rotational or geographic based on the specific needs and operational efficiencies of each WSP District. MIT Tow applicant agrees to adhere to all terms and conditions of Part II (A) and Part II (B) of this agreement. Any violation shall be cause for written reprimand, suspension, or termination of this agreement.

MIT Three Strikes Rule: MIT authorized tow companies that have three (3) unsuccessful WSP MIT Activations (clearance took longer than 90 minutes) in the contract period will be removed from the WSP MIT TOW LIST for the remainder of the contract period. This rule does not affect Part II (A) - WSP Rotational Tow status.

Alleged violations of the LOA, RCW's and/or WAC's will be investigated by the WSP. The tow operator will be notified of the findings within thirty days.

This agreement may be canceled by:

1. Either the tow operator or the WSP, without cause, by providing written notice 30 days in advance.
 2. The WSP, for confirmed criminal activity, over-charging, or failure to follow requirements outlined in applicable RCW or WAC's.
 3. The WSP, immediately upon receiving written notice from DOL the RTTO's license has been suspended, cancelled, or revoked by DOL.
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4. **MIT PROGRAM ONLY** - The WSP, in the event that funds allocated by the legislature/WSDOT to this Major Incident Towing (MIT) Program have been exhausted.

Nothing herein shall be deemed to prohibit the WSP from immediately suspending any applicant, operator, or employee where in the opinion of the division commander, there is a danger to the public health, safety or welfare, or where the applicant, operator, or employee has engaged in conduct constituting a violation of this signed agreement.