SAN DIEGO POLICE DEPARTMENT
TRAFFIC DIVISION

TOW ADMINISTRATION UNIT

OPERATIONS MANUAL

October 2026

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Section One: Mission Statement

The Tow Administration Unit is a specialized unit that manages the SDPD Towing Program by strictly enforcing Policies, Procedures, and reporting requirements pertaining to towing, impound, storage, release, disposal, billing, and other related matters for City initiated tows.

The Unit responsible for the oversight of all Licensed Tow Providers (LTP) and Licensed Impound Providers (LIP) contracted to provide towing services to the City and ensures it is done so in a fair, impartial, and equitable manner for tow providers, the City, and the citizens of San Diego.

The Unit is staffed by one (1) sworn Police Sergeant and two (2) Administrative Aides. The Administrative Aides are under direct supervision of the Tow Administration Sergeant.

Section Two: Tow Administration Sergeant

The Tow Administration Sergeant is under the direct supervision of the Traffic Division Tow Administration Lieutenant. The Tow Administration Sergeant supervises the assigned Administrative Aides and is responsible for the following:

1. Provide direct oversight and management of the SDPD Towing Program ensuring all Tow Providers adhere and comply with the operational requirements set forth in the RFSQ, Tow Agreement(s), SDPD Managed Towing Operations Manual, and all other laws and regulations pertaining to towing.

2. Act as the liaison to City Departments including the City Attorney Office, Purchasing and Contracting, Fiscal Operations, City Treasurers Officer, and City Council on all tow related matters including, but not limited to legal opinion, Tow Agreements, account billing, Tow Provider identification cards, etc.

3. Act as the liaison to the Licensed Tow Providers (LTP), and Licensed Impound Providers (LIP) on all tow related matters including, but not limited to towing and impound procedures, tow complaints, safety and contract violations, etc.

4. Act as the liaison to the Contracted Tow Dispatcher on all tow related matters including, but not limited to tow dispatching, billing, statistical reporting, tow evaluations, audits, invoicing, disciplinary actions, etc.

5. Act as a liaison to Local, State, and Federal agencies including Police Departments and Department of Motor Vehicles on all tow related matters.

6. Review and revise the following documents as they occur.
    a. Polices
    b. Procedures
    c. SDPD Managed Towing Operations Manual

7. Generate the following documents as they occur and when necessary:
    a. Department Announcements
    b. Training Bulletin

8. Work closely with the area Divisions and Investigative units to maintaining a clear communication between Officers, Investigators, and Tow Administration. The goal is to provide the highest level of service and ensure Policies, Procedures, and operational process are followed.

9. Audit and review Post –Storage Hearings for consistency and accuracy.

10. Assign follow-ups to Tow Administration personnel on special cases.

11. Manage the dissemination of duties including tow complaints, citizen inquiries, and telephone calls to Tow Administration personnel as applicable and re-assigns tasks when necessary.

12. Review the daily, monthly and quarterly reports generated by the Tow Administration personnel.

13. Work with Tow Providers to identify and resolve towing related issues.

14. Supervise, monitor, and evaluate Administrative Aides and their work performance.

15. Investigates citizens' complaints related to the Tow Administration Unit.

16. Attend Citywide Department and community meetings when necessary.

17. Conduct periodic training to Department personnel regarding the SDPD Managed Towing Program.

18. Provide training updates to the various Department units regarding trends, applicable laws and procedures for towing and impounding.

19. Share on-call responsibilities with the TIU Sergeants, Fleet Safety Sergeant, and Grants, Mobility and Special Projects Sergeant as needed.

20. Conduct random inspections for compliance of LTPs and LIPs as per Section V. F. of the SDPD Managed Towing Operations Manual.

21. Prior to each of the City's comprehensive user fee studies (every 3 years), the Tow Administration Sergeant shall present a report to the Public Safety Committee on the towing program's operations. In addition, SDPD should consider providing an update to the Public Safety Committee during the initial year of a new towing contract.

22. The Tow Administration Sergeant is required to travel to various LIPs and City facilities in order to conduct required inspections, attend meetings, and conduct training. Travel to perform these duties often coincides with the beginning and end of shift. Further, many of these meetings are scheduled outside of regular working hours. Additionally, the Tow Administration Sergeant is subject to Investigative Call-back for TIU. In accordance with Department Procedure 1.16, the Tow Administration Sergeant shall have use of a Department Take-Home Vehicle and adhere to the guidelines listed within that Procedure.

Section Three: Tow Administration Unit Personnel (Administrative Aides)

The Tow Administration Unit personnel are under direct supervision of the Tow Administration Sergeant. Tow Administration personnel are responsible for carrying out administrative functions and operational process of the Tow Administration Unit and all other assigned including, but not limited to the following:

Program Administration

1. Communicate information to Tow Providers regarding vehicle releases, charges and results from Post-Storage Hearings.

2. Inventory all impounded vehicles in City, Tow and Impound Providers lots.

3. Monitor and track all vehicles placed on evidentiary holds and extended holds including, but not limited to 5-Day, 15-Day and 30-Day impounds.

4. Conduct vehicle releases and/or transfers from City lots on behalf of Investigator(s) and/or Investigative unit(s).

5. Manage vehicle location and movement from processing to storage status within City lots.

6. Monitor stored vehicles within City lots in accordance with Federal, State, and Local environmental regulations.

7. The senior Administrative Aide will have the responsibility of supervising the Abandoned Vehicle Abatement Unit's Office Support Specialist.

8. Release vehicle holds through the impound management system.

Customer Service:

1. Conduct Post-Storage Hearings as required by California Law.

2. Intake calls from citizens regarding tow related matters including protest of tows, location of stored vehicles, tow status and cost of impounds.

3. Communicates with Local, State, and Federal agencies including Police Departments and Department of Motor Vehicles on all tow related matters.

4. Communicates with Officers, Detectives, and other Department units regarding vehicles impounded with an evidence hold or extended holds including, but not limited to 5-Day, 15-Day and 30-Day impounds.

Research & Investigation:

1. Research Long-term investigative holds for case adjudication and final disposition.

2. Research response time violations by Tow Providers as reported by Department personnel.

3. Investigate discrepancies between MPS and the Impound Management System (IMS).

4. Proactively identifies, investigates and enforces Policies and Procedures as it relates to towing.

5. Conduct Post-Storage hearing, investigations and all necessary follow ups to determine validity of Police initiated impounds.

6. Access and utilize all available computer databases as part of the investigative process including, but not limited to MPS, IMS, Coplink, eSun, etc.

7. Investigate public complaints against Tow Providers, Officers, and other members of the Department for validity of tow impounds.

8. Investigate Route Slips from the Chief's Office and Referrals from other City Departments or Agencies.

General Clerical

1. Conduct daily filings of evidentiary vehicle impound files.

2. Update Computer databases related to evidence impounds and Post-Storage hearing results.

3. Review, process and approve weekly towing invoices for Fiscal Operations.

4. Download, disseminate and respond to voicemail messages received from the Tow Administration public and assigned desk phone lines.

5. Maintain daily, weekly, and monthly work logs of activity for statistical and quarterly management reporting to include, but not limited to tow counts, hearing reversals, fees paid by the Department for invalid tows, etc.

6. Adhere to records retention Policies for the retention and disposal of Tow Administration documents and files.

7. Respond to all public records request in accordance with CPRA.

Maintenance/Other Duties:

1. Ensure proper collection and disposal of fluids in accordance with various hazardous materials regulations.

2. Coordinate for necessary collection receptacles, materials and disposal of hazardous materials through outside agencies.

3. Maintain accessibility and security of City lots and evidence processing facility.

4. Request appropriate maintenance services through Facilities Management and conduct maintenance as necessary.

Fiscal Administration:

5. Review and initially approve invoiced services regarding towing operations.

6. Conduct random audits and inspection of tow invoices to ensure appropriateness of charges and decline inappropriate charges submitted by tow providers.

Training & Support:

1. Conduct periodic training to Department personnel regarding the SDPD Managed Towing Program.

2. Provide training updates to the various Department units regarding trends, applicable laws and procedures for towing and impounding.

Section Four: Unit and Towing Operations

On August 1, 2023, the City entered into numerous tow agreements with various Licensed Tow Providers (LTP) and Licensed Impound Provides (LIP) for a period of one year with the option to extend individual contracts for up to four additional years.

As part of the Tow Agreements, the selected Tow Providers agreed to adhere and comply with the operational requirements set forth in the RFSQ, Tow Agreement(s), SDPD Managed Towing Operations Manual and all other Laws and Regulations pertaining to towing.

The San Diego Police Department Managed Towing Operations Manual, which accompanies the Tow Administration Unit Operations Manual as "Attachment A," outlines the requirements for Tow Providers for towing services and requirements for Tow Providers for the impound, storage and release of vehicles.

This document is incorporated into the Towing and Impound Services RSFQ and Tow Agreements and will be reviewed and updated on an ongoing basis.

No material changes that will impede towing operations or significantly change the terms of the active Tow Agreements shall be made to the SDPD Managed Towing Operations Manual including, but not limited to fee schedules without the express written consent of the City Purchasing & Contracting Division or their designee.

This shall not preclude the SDPD Tow Administrator from making necessary operational changes or revisions to the manual to ensure maximum efficiency and management of the Tow Program and to enhance operator safety.

See "Attachment A," SDPD Managed Towing Operation Manual for additional information and requirements.

(ATTACHMENT A)

SDPD MANAGED TOWING OPERATIONS MANUAL

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I. PURPOSE AND BACKGROUND

The City of San Diego authorizes the tow and storage of approximately 25,600 vehicles each year. The City uses a limited number of Tow Providers to perform these services. This Manual provides Tow Providers with policies, procedures and reporting requirements, pertaining to towing, impound, storage, releases, disposal, billing and related matters for City-initiated tows.

II. DEFINITIONS

A. **Administrative Hold** – vehicles removed and/or stored pursuant to § 22651 CVC (registration offenses, illegally parked vehicles, unpaid parking citations, and other administrative matters).

B. **Affiliate** - an entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with another entity. As used herein, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities or interests, by contract, or otherwise (For purposes of clarification, "affiliate" shall not include any individual who is employed by, or providing consulting services to, such entity.)

C. **Automated Dispatch System (ADS)** - the dispatch system used for managing the assignment, status, and viewing tow request information.

D. **City** - the City of San Diego. Any organizational unit of the City of San Diego including the San Diego Police Department.

E. **City-Initiated Tow** - towing of a vehicle or vehicles at the request of the SDPD and/or City personnel by a LTP. City-initiated Towing shall not include towing authorized pursuant to § 22658 CVC (Removal from Private Property).

F. **City Tow/Service** – The towing or servicing of a City vehicle. City rates apply to these calls. The City tow rate will be used whether the vehicle is towed or serviced (e.g. jumpstarted, flat tire repair, lockout and etc.).

G. **"Class A" tow truck** - a truck with a minimum of 14,000 pound GVWR Chassis, as defined by the California Vehicle Code.

H. **"Class B" tow truck** - a truck with a minimum of 26,001 pound GVWR Chassis, as defined by the California Vehicle Code.

I. **"Class C" tow truck** - a truck with a minimum of 48,000 pound GVWR Chassis, as defined by the California Vehicle Code.

J. **"Class D" tow truck** - a truck with a minimum of 52,000 pound GVWR Chassis, as defined by the California Vehicle Code.

K. **Consumer Price Index (CPI)** - annual adjustment that the towing and storage rates are based on the Consumer Price Index for Urban Wage Earners and Clerical Workers, semi-annual averages for San Diego, CA for the twelve months ending January of each year, as published by the United States Department of Labor, Bureau of Labor Statistics. Adjusted charges will be rounded to the nearest twenty-five cents ($0.25).

L. **CVC** -the California Vehicle Code.

M. **CVSA** - the Commercial Vehicle Safety Alliance.

N. **FAWR** - Front Axle Weight Rating.

O. **GVWR** - Gross Vehicle Weight Rating.

P. **Impound Management System (IMS) -** the technology system required to be used for recording activity for Other Services, including, but not limited to, tracking of impounded vehicles and disposal sale prices. The IMS includes various modules, such as the Dispatch Tow Module, Tow Report Module, Intake Process Module, Storage Management Module, Auction Module, Cashier Module and the Administration Module.

Q. **Licensed Towing Provider (LTP)** - a qualified Tow Provider selected by the City to provide Towing Services under a Tow Agreement.

R. **Licensed Impound Provider (LIP)** – a qualified Tow Provider selected by the City to provide towing, impound, storage, release and disposal services under a Tow Agreement.

S. **Manual** - the City of San Diego Managed Towing Operations Manual.

T. **Non-Preference tow** - is a "Private tow" requested and dispatched by the City on behalf of a citizen, as a courtesy to the citizen. LTPs will be responsible for the Tow Contractor Dispatch Fee.

U. **Other Services** - those services provided by an LIP, including tracking of impounded vehicles, disposal sale prices, identification of the purchaser, and all citations paid.

V. **Police Investigative Hold** – vehicles removed and/or stored pursuant to § 22655 CVC (hit and run investigations), § 22655.3 CVC (investigation, identification, apprehension of a driver who violates §2800.1 CVC or § 2800.2 CVC, and subsequently abandons vehicle), and § 22655.5 CVC (officer has probable cause that vehicle is itself evidence of a crime or contains evidence of a crime).

W. **RAWR** - Rear Axle Weight Rating.

X. **Regular Business Day** - Monday through Friday, between 8:00 a.m. and 5 p.m., except for the following holidays: January 1, known as New Year's Day; third Monday in January, known as Dr. Martin Luther King Jr's birthday; third Monday in February, known as Washington's birthday; last Monday in May, known as Memorial Day; July 4, known as Fourth of July; first Monday in September, known as Labor Day; November 11, known as Veteran's Day; fourth Thursday in November, known as Thanksgiving Day; and December 25, known as Christmas Day. If any of these dates fall on a Sunday, the following Monday is considered to be a holiday, and if any of these dates fall on a Saturday, the preceding Friday is considered to be a holiday.

Y. **Response Time**- the elapsed time between the relaying of the tow service request to the Tow Provider and the arrival of the tow truck at the incident.

Z. **RFP** - this Request for Proposal from qualified Tow Providers seeking to obtain a Tow Contract.

AA. **Services** - both Towing Services and Other Services, collectively.

BB. **SDMC** - San Diego Municipal Code.

CC. **SDPD** – San Diego Police Department.

DD. **Tow Contract** - the standard contract between the City and the Licensed Tow Provider (LTP) or Licensed Impound Provider (LIP).

EE. **Tow Dispatch Contractor** - the provider for towing dispatch, management and logistic services**.**

FF. **Tow Provider** – a Licensed Tow Provider (LTP) or Licensed Impound Provider (LIP).

GG. **Towing Services** - those services performed by a LTP or LIP, as required by any applicable law and/or in accordance with the Manual.

HH. **30-Day hold & Forfeiture Impounds**- vehicles removed and/or stored for Driver's license offenses including § 14602.6 CVC (30-Day holds) and § 14607.6 CVC (Forfeitures).

III. OVERVIEW

This Manual outlines the requirements for providers for towing services and requirements for providers who will be conducting the impounding, storage and releases. This document is incorporated into the Towing and Impound Services RFP and Tow Contracts and will be reviewed and updated on an on-going basis.

IV. DISPATCH METHODOLOGY

To allow the maximum flexibility for the City, Tow Providers will be required to tow and/or impound vehicles at the request of the City, or its designee, based upon several potential dispatch method(s) that may be changed at the sole discretion of the City or its designee. Those methods may include the following: closest-to (GPS driven), rotation of geographic regions (zones), hybrid (mixture of both GPS and zones), telephone requests, and Licensed Tow Providers (LTPs) towing to designated Licensed Impound Provider (LIP) impound lots. The City, or its designee, intends to distribute requests among the different LTPs based on the dispatch method within a zone, but does not guarantee an even distribution of tows. The ADS dispatch system collects GPS information every 30 seconds that is transmitted back to the dispatch application with a small delay generally averaging 30 to 50 seconds. While the GPS positions are not exact in real-time, the system is effective at locating the tow truck operator in the field that is available and closest to the tow location.

V. REQUIREMENTS FOR LTPs AND LIPs, AS APPLICABLE

A. TOW TRUCK SPECIFICATIONS

Tow Providers shall equip and maintain tow trucks and car carriers in accordance with the provisions set forth in the CVC, Title 13 of the California Code of Regulations, and this Manual.

1. All trucks must meet all applicable local, state and/or federal standards.

2. All tow trucks shall have recovery capabilities, wheel lift capabilities, and boom capabilities that meet the requirements contained herein, with the exception of Class D trucks used exclusively for salvage and recovery operations which are not required to possess under lift capabilities.

3. Car carriers designed to carry more than three vehicles at one time are exempt from the required recovery capabilities (wheel lift and boom requirements). However, the car carrier must be an additional unit and shall not be used for recovery or transportation of a vehicle during tow operations contracted with the

City. Flatbed tow trucks are permitted, when necessary, during normal tow operations.

4. All tow trucks and car carriers shall be equipped with hydraulic or mechanical winches. Minimum rating specifications required are as follows: Light Duty (4 ton), Medium Duty (6 ton), Heavy Duty (10 ton).

5. Class “A” Tow Truck - Light Duty Tow Minimum Requirements:

    a. Minimum 14,500 Pound GVWR Chassis
    b. 4-Ton Recovery Equipment Rating
    c. One 4-Ton Snatch Block
    d. Tow Dolly
    e. Steering Wheel Securement Device
    f. Wheel Lift Safety Straps
    g. Tow Sling with a minimum rating of 3,000 Pounds (if equipped)
    h. Tow Chains - 5/16", Grade 70 with J/T Hooks (minimum).
    i. Safety Chains - 5/16" Alloy, or OEM Specifications
    j. Wheel Lift Rating - 3,000 Pounds (extended)
    k. Adequate Crossbeams (4"X4"X60")
    l. 100' of 3/8" “6 x 19” Wire Rope, or OEM Specifications

6. Class “A” Car Carrier - One Vehicle Minimum Requirements:

    a. Minimum 14,500 Pound GVWR Chassis
    b. 50' of 3/8" “6 x 19” Wire Rope, or OEM Specifications
    c. Loading Bridle with J/T Hook
    d. 4 Safety Chains - 5/16", Grade 70=Rated Nylon Straps w/Ratchets
    e. Adequate Crossbeams or Adequate Ramping Material

7. Class “A” Car Carrier - Two Vehicle Minimum Requirements:

    a. Minimum 19,501 Pound GVWR Chassis
    b. Loading Bridle with J/T Hooks
    c. 50' of 3/8" “6 x 19” Wire Rope, or OEM Specifications
    d. 4 Safety Chains 5/16", Grade 70=Rated Nylon Straps w/Ratchets
    e. 2 Safety Chains or Rated Straps w/Ratchets for Towed Vehicle
    f. Adequate Crossbeams or Adequate Ramping Material

8. Class “B” Tow Truck - Medium Duty Tow Minimum Requirements:

    a. Minimum 26,001 Pound GVWR Chassis
    b. 16-Ton Recovery Equipment Rating
    c. 150' of 7/16" “6 x 19” Wire Rope, or OEM Specifications
    d. Safety Chains - 1/2" Alloy, or OEM Specifications
    e. Two 8-Ton Snatch Blocks

f. Air Brakes or Hydraulic W/Air Hookup Package
g. Air Hoses and Fittings
h. Steering Wheel Securement Device
i. Axle Covers/Caps
j. Truck Hitch with 7,000 lb Rating (if equipped)
k. Adequate Crossbeams (4"x6"x48")
l. Tow Chains - 1/2", Grade 70 with JT Hooks (minimum)
m. Wheel Lift Rating - 10,000 Pounds / 8,000 Pounds Extended
n. Wheel Lift Safety Straps w/Tie-Down Straps or Chains
o. Lift/Fork Adapters w/Tie-Down Straps or Chains
p. Safety Tie-Down Chains and Binders
q. Aluminum Tow Angles (Minimum 2)
r. Tow Bar - 7,000 lb Rating

9. Class “B” Car Carrier - One Vehicle Minimum Requirements
   a. Minimum 33,000 Pound GVWR Chassis
   b. 50' of 3/8" “6 x 19” Wire Rope, or OEM Specifications
   c. Loading Bridle with J/T Hooks
   d. Steering Wheel Securement Device
   e. 4 Safety Chains, 5/16", Grade 70=Rated Nylon Straps w/Ratchets
   f. 2 Safety Chains or Rated Straps w/Ratchets for Towed Vehicle
   g. Adequate Cross Beams or Adequate Ramping Material

10. Class “C” Tow Truck – Heavy Duty Tow Minimum Requirements
    a. Minimum 48,000 Pound GVWR Chassis
    b. 25-Ton Recovery Equipment Rating
    c. 200' of 5/8" “6x19” Wire Rope, or OEM Specifications
    d. Safety Chains - 5/8" Alloy, or OEM Specifications
    e. Two 12-Ton Snatch Blocks
    f. Air Brakes W/Air Hookup Package
    g. Air Hoses and Fittings
    h. Steering Wheel Securement Device
    i. Axle Covers/Caps
    j. Tow Sling - 12,000 lb Rating (if equipped)
    k. Tow Chains - 5/8", Grade 70, or OEM Specifications
    l. 4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
    m. Pintle Hook
    n. Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended
    o. Under Lift Securement Safety Chains or Straps
    p. Wheel Lift Safety Straps
    q. Lift/Fork Adapters
    r. Aluminum Tow Angles (Minimum 2)
    s. Safety Tie-Down Chains and Binders
    t. Tow Bar - 12,000 lb Rating

11. Class “D” Tow Truck - Super Heavy-Duty Tow

Minimum Requirements

a. Minimum 52,000 Pound GVWR Chassis
b. 35-Ton Recovery Equipment Rating
c. 250' of 3/4" “6x19” Wire Rope, or OEM Specifications
d. Safety Chains - 5/8" Alloy, or OEM Specifications
e. Two 12-Ton Snatch Blocks
f. Air Brakes W/Air Hookup Package
g. Air Hoses and Fittings
h. Steering Wheel Securement Device
i. Axle Cover/Caps
j. Under Lift Securement Safety Chains or Straps
k. Tow Chains - 5/8", Grade 70, or OEM Specifications
l. 4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
m. Pintle Hook
n. Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended
o. Tow Bar - 20,000 lb Rating
p. Lift/Fork Adapters
q. Aluminum Tow Angles (Minimum 2)
r. Safety Tie-Down Chains and Binders
s. Tow Sling with 20,000 lb Rating (if equipped)

B. RECOVERY EQUIPMENT RATINGS

Tow Providers’ equipment must meet the following criteria, as well as those further described in this Manual:

1. The basic performance rating of the recovery equipment is based upon the weight the equipment can lift while in a winching mode, when the boom is static at a 30 degree elevation with the load lines deployed in a vertical position and the lifting cables share the load equally, measured with a live load (weight or load cell).

2. The structural design of the recovery equipment must have a higher load capacity than the performance ratings.

3. Winches shall conform to, or exceed, the specifications set forth by the Recovery Equipment Rating (SAE) Handbook, SAE J706.

4. All ratings for cable, chain, straps and or binders are for the undamaged assembly condition. All assemblies should be of the same type, construction, and rating as specified by the original equipment manufacturer (OEM) for the equipment.

5. Trucks used exclusively for salvage and recovery operations are not required to possess safety binders as required in § 29004 CVC (Towed Vehicle).

6. The total weight of the tow truck, including the lifted load, shall fall within the GVWR guidelines and not exceed either FAWR or RAWR.

7. A violation of the GVWR and safe loading requirements of a tow truck may be cause for immediate suspension or cancellation of the Tow Agreement. This includes exceeding the tow truck's GVWR, FAWR, RAWR, maximum tire weight ratings, or not maintaining fifty percent (50%) of the tow truck's unladed front axle weight on the front axle when towing. Additionally, the City reserves the right to suspend or terminate any contact arising out of the RFSQ and any subsequent agreements, or exercise any other available remedy, for any violation of federal, state or local law.

8. Tow Providers shall have a tow procedure for the use of auxiliary equipment specifically designed to properly and safely tow the wide variety of vehicles being operated on the highway.

C. GENERAL EQUIPMENT SPECIFICATIONS

1. Each piece of towing equipment shall have a GVWR label and/or identification tag permanently affixed to the equipment in a prominent location to identify the manufacturer, serial number, model, and rated capacity. The tag shall be easily accessible and clearly legible.

2. Safety chains/binders shall be rated at no less than the rating specified by OEM. All safety connections and attachments shall have a positive means and sufficient strength to ensure that the safety connection or attachment cannot disengage while in transit.

3. All tow trucks shall be clearly marked to indicate proper operation and/or any special warnings or cautions.

4. Identification signs on tow trucks shall be in compliance with § 27907 CVC (Tow Trucks: Tow Vehicles).

5. Wire rope shall be in good condition. Only wire rope with swaged ends, wedge locks, or braided ends with metal sleeves in the loops, consistent with the Code of Federal Regulations (49 CFR Part 393), shall be approved for use by the City. Wire rope is not in good condition when it is stranded, knotted, crushed, excessively rusty, kinked, badly worn, when there are (12) or more wires broken in any length, or where there is other visible evidence of compromised structural integrity or loss of strength. A minimum of one (1) set of recovery straps meeting the work load limits for each class of tow truck operated by the company shall be available at the business on a twenty-four (24) hour basis, if not stored on the tow truck.

D. ADDITIONAL TOW TRUCK EQUIPMENT REQUIREMENTS

1. All tow trucks shall be equipped with, and carry, all required equipment pursuant to § 27000 CVC (Horns or Warning Devices) and § 24605 (a) CVC (Tow Trucks and Towed Vehicles) and are also required to meet the California Vehicle Code Requirements as listed in the CHP 234 B form for Tow Truck Inspection Guide. (See Appendix 2 below)

   Tow trucks must be equipped with the following:
   a. Two-way communication system.
   b. A first aid kit
   c. A hand-held or vehicle spotlight.
   d. Utility flood lights, as described in § 25110 (a) (1) CVC.
   e. One or more fire extinguishers of the dry chemical or carbon dioxide type with an aggregate rating of at least 4-B, C bearing the approval of a laboratory nationally recognized as properly equipped to make the approval.
   f. Safety Chains, as required in § 29004 CVC.
   g. Extension brake and tail lamps, as described in § 24605 CVC.
   h. Appropriate lighting and turn indicator requirements, described in the California Vehicle Code.
   i. Amber warning lamps, as required by § 25253 CVC.
   j. Flares, Reflective Triangles, Trash cans, Broom, Crowbar, Hand Tools (screw drivers, pliers, ratchet and sockets, crescent wrenches), Unlocking Tools, Bolt Cutters, Pry Bar, and Metric and standard lug wrenches.

2. Tires on all tow trucks and car carriers shall be in good condition.

3. Trucks responding to requests for tows without proper equipment will not be allowed to tow the vehicle. The tow will either be dispatched to another company or a second truck may be sent.

4. Any tow truck not meeting the required minimum specification or faulty equipment is used on a tow shall be deemed a violation of this Contract and may be subject to administrative and/or criminal sanctions.

E. TOW TRUCK DRIVER REQUIREMENTS

1. Tow Providers shall ensure that tow truck drivers assigned to respond to City service calls are qualified employees, trained and proficient in the use of the tow truck and all related tow equipment, are able to apply the procedures necessary to safely tow and recover vehicles serviced under the Tow Contract. Tow truck drivers must be properly licensed and certified, in compliance with all applicable federal, state and local laws. Tow Providers must verify that the tow truck drivers who provide service to the City meet the minimum driver standards listed below.

2. Driver Minimum Standards

    a. Possess a valid California Driver's License (CDL) of the proper class with applicable endorsements, including medical certificates required for a Commercial Driver's License as necessary.
    b. Possess a current certification from an approved Tow Truck Driver Training Course for the equipment they operate. A copy of each driver's current certification must be provided to the SDPD Tow Administration.
    c. Each driver must complete and pass a criminal background check with the results provided to the City on an annual basis. Any costs incurred are the responsibility of the Tow Company and/or individual driver. Drivers that do not successfully pass the background check or do not have one on file will not be permitted to perform tow services for the City.
    d. All tow truck drivers are required to complete and sign a Tow Provider/Driver Application, which will be submitted in conjunction with requests for City-issued identification.

3. Tow truck drivers shall wear safety vests or reflectorized clothing that conforms to Occupational Safety and Health Administration (OSHA) requirements. Alternatively, the OSHA safety requirements may be incorporated into the uniform, jacket, or rain gear, as long as these items are worn as the outermost garment.

F. TOW TRUCK COMPLIANCE AUDITS (SDPD)

1. Prior to commencement of services under the Tow Contract, the Tow Provider shall demonstrate that its tow truck fleet has passed tow truck level safety inspection in the last (12) months indicated by the issuance of a Commercial Vehicle Safety Alliance (CVSA) decal.

2. On an annual basis thereafter, or upon request, the Tow Providers will submit proof of the CVSA decal for each truck involved with the contract to the SDPD Tow Administrator.

3. The SDPD reserves the right to conduct random inspections for compliance with CHP Form 234 B and other safety regulations. (See Appendix 2 below).

G. COMPUTER AND NETWORK INFRASTRUCTURE

1. Each Tow Provider will be expected to maintain, at its place of business, a computer capable of running the Automated Dispatch System (ADS) with a minimum 17" monitor (minimum of 1280 x 1024 resolution), utilizing either of these operating systems with the latest service updates applied:

    a. Microsoft Windows operating system version 7 or later
    b. Apple OS X or later

2. The computer should have a minimum of 2 GB of RAM, a minimum of 2.5 Ghz processing speed, industry standard virus protection with live updates enabled, and a broadband Internet connection with speeds in excess of 1 MB per second. The computer must have one of the following industry standard browsers installed:

    a. Microsoft Internet Explorer (IE) version 11 or later
    b. Mozilla Firefox – latest released version
    c. Google Chrome version 47.0.x or later
    d. Apple Safar version 9.x or later

3. LTPs and LIPs are required to furnish and maintain their own computer and required equipment at their own expense.

4. LIP Providers must have the capability of running the Automated Impound System (IMS) with the same system specifications for the Automated Dispatch System (ADS).

5. Access to both the ADS and IMS web applications will be provided to the LTP and LIP at no cost to the operator. This access shall remain active only during the term of any Tow Agreement.

6. The City or its designee will provide training and assist with implementation of the required technology. The City reserves the right to audit compliance with technology requirements, and to make changes in the type of technology used to facilitate City needs. Changes may be subject to negotiations for appropriate adjustments in the Tow Contracts. The anticipated technology to be utilized is as follows:
    a. The Tow Providers' employees (tow truck drivers and, in some cases, dispatchers) will be required to receive, acknowledge, and maintain the current status of tow requests using wireless, mobile, cellular phones (Mobile Device). The specific telecommunication service provider (Carrier) and device model must receive approval in writing by the City, or its designee.
    b. Each Smartphone used to receive and perform services under the Tow Contract must be individually assigned to each tow truck operator and/or driver. Each operator and/or driver must be registered to the phone in the mobile app and identified by their first and last name as shown on their California issued driver's license identification card (CDL). The use of nick names, numbers, or identifiers other than the tow truck operators and/or drivers first and last name is strictly prohibited and will not be accepted or allowed. The use of any other identifier shall be considered a violation of the Tow Agreement. The use, possession, or carrying of multiple devices used for City tow dispatches is a violation of the Tow Agreement and Manual.
    c. The Tow Providers' employees (dispatchers) will be provided access to ADS for the purposes of viewing tow request information and, in some cases, managing the assignment and status of the tow requests. Access to ADS will be provided free of charge to the Tow Provider and its employees, and shall remain active only during the term of the Tow Agreement.

d. The Tow Providers' employees (customer service and impound personnel) will be required to utilize IMS as prescribed by the City to record activity for the Other Services, including but not limited to the tracking of impounded vehicles, disposal sale prices, identification of the purchaser, and all citations paid. The access to IMS will be provided free of charge to the Tow Provider and shall remain active only during the term of the Tow Contract.

7. Communications Equipment: LTPs and LIPs need to maintain a dedicated telephone line to be used exclusively for communication between itself, the City, and its designee. LTPs and LIPs are required to furnish and maintain their own Smartphone devices at its own expense. LTPs and LIPs are required to maintain and provide to the City, and its designee with a working email. LTPs and LIPs are required to use phone communication as a first step in notifying the City or its designee of any issues arising from day-to-day contractual obligations. Email is an acceptable means of communication for other routine or follow-up matters with the City or designee. The City or its designee may use email in addition to or in place of standard mail delivery for correspondence with LTPs and LIPs.

8. Tow Providers are required to maintain and provide to the City, and its designee, with a working email. Tow Providers are required to use phone communication as a first step in notifying the City or its designee of any issues arising from day-to-day contractual obligations. Email is an acceptable means of communication for other routine or follow-up matters with the City or designee.

9. The City or its designee may use email in addition to or in place of standard mail delivery for correspondence with Tow Providers to include official notices, violation notifications, and any disciplinary actions issued by the City or its designee.

H. BUSINESS LICENSES AND PERMITS

1. Tow Providers shall hold and maintain at all times current City, State and Federal licenses to perform the required services in the City of San Diego and State of California.

I. INSURANCE, INDEMNITY, AND DAMAGES/LIABILITY

1. Insurance. Tow Provider shall not begin any work under the Tow Agreement until it has:

   a. obtained, and upon the City's request provided to the City and Computer Operated Dispatch Center operator, insurance certificates reflecting evidence of all insurance required in below; however, the City reserves the right to request, and the Tow Provider shall submit, copies of any policy upon reasonable request by the City;
   b. Obtained City approval of each insurance company or companies; and

c. Confirmed that all policies contain the specific provisions required below. Tow Provider's liabilities, including but not limited to Tow Provider's indemnity obligations, under the Tow Contract, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of the Tow Agreement and Tow Provider's failure to maintain or renew coverage or to Contract evidence of renewal during the term of the Tow Contract may be treated as a material breach of contract by the City. The Tow Provider shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of the Tow Contract.

2. Types of Insurance. At all times during the term of the Tow Contract, the Tow Provider shall maintain insurance coverage in accordance with the City's General Terms and Provisions. (See City's General Terms and Provisions, Article VII) and as follows:

   a. Additional Insurance Provisions
   b. Valuable Papers and Records and Electronic Data Processing (Data and Media) Insurance: Combined single limit of not less than $ 1 million each occurrence ($1,000,000.00 EO).

3. Garage Keepers (LIP only): Minimum of $1 million each occurrence ($1,000,000.00 EO).

4. On Hook/Cargo: Not less than fifty thousand dollars ($50,000.00) / twenty thousand dollars ($20,000.00) /one hundred thousand dollars ($100,000.00). The maximum deductible shall be no more than two thousand five hundred dollars ($2,500.00).

5. Pollution Liability: For a minimum of $1 million dollars combined single limit ($1,000,000.00 CSL). Such policy shall show proof of coverage for pollution liability associated with the collection and disposal of hazardous wastes. The City of San Diego must be named as an additional insured on the certificate.

6. Deductibles. All deductibles on any policy shall be the responsibility of the Tow Provider and shall be disclosed to the City at the time the evidence of insurance is provided.

7. Reservation of Rights. The City reserves the right, from time to time, to review the Tow Provider's insurance coverage, limits, deductible, and self-insured retentions to determine if they are acceptable to the City. The City will reimburse the Tow Provider for the cost of the additional premium for any coverage requested by the City in excess of that required by the Tow Agreement without overhead, profit, or any other markup.

8. Original certificates and any renewals thereof shall be mailed to the following addresses:

a. Attn: Insurance Administrator, City of San Diego Purchasing and Contracting Department, 1200 3rd Avenue, Suite 200, San Diego, CA 92101
b. The designated Computer Operated Dispatch Center Operator or their designee(s).

V. PERFORMANCE REQUIREMENTS FOR LTPs AND LIPs, AS APPLICABLE

A. TOWS

1. Vehicles towed pursuant to the Tow Contract at the request of the City shall be taken directly to the designated LIP facility or designated City facility. Vehicles may not be temporarily stored on the street or at a non-approved storage area.

2. A designated City facility is a City owned facility used for impounding and storage of evidentiary holds requiring specific processing and/or access by police investigative units. These are evidence holds that are anticipated to have extended periods of storage pending case adjudication or appeals. The city will enter vehicle information into IMS and there are no storage fees for the City Vehicle Storage Facility.

3. Drivers are required to carry their police ID and visibly display at all times when performing tows for the City.

4. The driver dispatched to the tow scene is the only driver that must show up at the scene. If an additional tow truck is needed at the scene, the request shall be first approved by the officer or City personnel. The request will be routed through the automated dispatch system and dispatched accordingly.

5. Drivers are required to login into their mobile device with their first and last name for all equipment as it appears on their California Driver's License. No call signs or mnemonics are permitted.

6. A driver must maintain possession of their logged-on device through the duration of work shift. Handing off a device to another driver while logged on is not permitted and shall constitute a violation and subject to administrative action.

7. A driver may only carry one active dispatch device during a work shift. They may not carry or maintain additional devices that are logged on and available for receiving additional tow dispatches.

8. A driver must take pictures of the vehicle while on scene prior to loading the vehicle through the Dispatch System mobile App. A minimum of 4 pictures, one from each of the 4 corners of the vehicle. Additionally, pictures are required to support charging of additional fees such as extra time, winching or similar activities. All pictures shall be uploaded into the Dispatch System via the mobile App within one (1) hour of the call being cleared.

9. Vehicles must be delivered to the closest LIP or City facility immediately upon leaving the tow location scene and drivers must take a reasonably efficient and direct path. Drivers may not stop at other locations nor perform towing, service, or other such activities for other vehicles after a tow has begun. The City or Registered Owner will not be held liable for any additional fees incurred for actions not in compliance with the Tow Contract.

10. Drivers are not permitted to load a second vehicle during an active tow. The loaded vehicle must be delivered to the designated LIP or City facility and the check-in process completed before a driver becomes available for another tow.

11. During designated Special Events or exigent situations, officers or designated City personnel in charge may permit double loading with the prior approval of the Tow Administrator or designee.

B. DELIVERY TO AN LIP YARD

1. When a City employee initiates impound of a vehicle, the officer or City employee will provide the tow truck driver with a completed copy of the San Diego Police Department Tow Signature Form (PD-571). The tow truck driver will provide the PD-571to the LIP upon arrival, who will input data in the IMS and maintain a copy of the PD-571 for two (2) years.

2. The LIP must update the City via the IMS within one hour (1) of the vehicle being stored at the LIP's storage facility or the SDPD's Vehicle Impound Facility.

3. SDPD Teletype personnel will receive the electronic data provided by the Tow Provider via IMS. SDPD Teletype personnel will retrieve the information from the IMS and conduct the appropriate computer checks on the vehicle and return the registered owner's information to the IMS, as required for proper registered owner notification within 48 hours.

C. DELIVERY TO THE CITY IMPOUND YARD

1. When a vehicle is to be delivered to the City Impound yard or an SDPD Divisional substation, the LTP will follow the impounding officer or City employee to the destination. Upon delivery of the vehicle at the facility, the tow truck driver will receive a copy of the PD-571 annotated with any additional fees, notes and signed by the officer.

2. It will be the responsibility of the tow truck driver to submit a copy of the PD-571 and tow slip to the City or its' designee within 30 minutes of vehicle delivery. Additionally, drivers may call in the information to the dispatch center.

D. TOWS/ASSISTANCE OF CITY VEHICLES

1. LTPs will be dispatched to either provide assistance to or a tow of a City vehicle. City Vehicles will be towed to the location as specified by the requesting Department Member. The destination could be one of many City facilities. Upon completion of the City tow, the tow truck driver shall complete every applicable section of the tow slip with the tow truck driver's name clearly printed on it.

2. The tow truck driver shall have the requesting Officer or City employee review and sign the tow slip (no Tow Signature Form is required). The City employee's or the Officer's signature on the tow slip is not an approval for payment and it is subject to review and approval SDPD Tow Administration or designee.

3. The LTP will then submit the tow slip to the City or its' designee for entry of fees and posting of the invoice. Charges for towing and servicing City vehicles will be performed at the City rates. An LTP and its Tow Drivers shall have the City's approved vehicle and service tow rates readily available, which shall be accurately reflected on the tow slip.

E. TOWING OF PEDI-CABS

The San Diego Municipal Code provides the impound authority for pedicabs. Pedicab owners or operators are subject to the same rights and responsibilities as a driver of a motor vehicle as it relates to pedicab operations. Every operator and every owner is subject to applicable impound provisions in San Diego Municipal Code 33.4621.

F. CITY-WIDE EMERGENCY RESPONSES AND SPECIAL EVENTS

1. Emergencies. In the event of an emergency that requires vehicle towing and impounds services as part of an emergency response, the City may assign and deploy Tow Providers as needed. This may require LTPs and LIPs to provide services outside of their assigned Tow Zones. The City will provide as much advance notice as possible to the Tow Providers involved.

2. Special Events. Periodically, the City hosts and/or facilitates special events that require towing and impound services. This may require participating LTPs and LIPs to provide services outside of their assigned Tow Zones. The ideal method of assignment will consist of rotational basis and ability to meet the required needs of each event. The City will provide as much advance notice as possible to the Tow Providers involved. Tow Providers are responsible for accepting or declining a special event request when they are notified. A Tow Provider who fails to respond to an event request or does not show up to an accepted request is subject to disciplinary action including suspension from future events up to termination of all tow agreements. Only those Tow Providers, with the specified number of trucks, assigned to the special event may perform services for the designated event.

G. TOW PROVIDER/TOW TRUCK DRIVER IDENTIFICATION

1. City of San Diego contracted Tow Drivers are required to obtain a tow driver photo identification card and renew this identification card annually. Tow truck drivers responding to City initiated tow requests shall be required to have this City issued tow driver photo identification card in their possession at all times and clearly visible to City personnel.

    a. Within ten (10) days of receiving an intent to award letter, the Tow Provider shall provide the SDPD Tow Administrator with the names of all employees who will be assigned to the Tow Contract and performing tow services.
    b. Tow Truck Drivers and Tow Providers who will also be acting as drivers shall report to the City Treasurer located at 1200 Third Avenue, Suite 100, San Diego, CA to obtain the City issued Tow Truck Driver photo identification card.
    c. The Tow Provider will notify the SDPD Tow Administrator within 10 working days in the event of an employee work status change (e.g. Employee quits, is terminated, etc.).
    d. The Tow Provider will retrieve that driver's Tow Truck Driver Identification Card and return it to the SDPD Tow Administration within 10 working days of the employment status change.
    e. The Tow Truck Driver photo identification card is valid for 1 year and must be renewed annually.

H. TOW TRUCK DRIVER REQUIREMENTS

1. Tow Providers shall ensure that tow truck drivers assigned to respond to City service calls are qualified employees, trained and proficient in the use of the tow truck and all related tow equipment, are able to apply the procedures necessary to safely tow and recover vehicles serviced under the Tow Contract. Tow truck drivers must be properly licensed and certified, in compliance with all applicable federal, state and local laws.

2. All tow truck drivers assigned to City-initiated tows shall:

    a. Be awake and alert.
    b. Be punctual, professional and courteous in their contacts with the public and SDPD members.
    c. Maintain a professional appearance.
    d. Wear a neat and clean uniform. The Tow Provider shall furnish drivers with a shirt, or some other type of outerwear bearing the Tow Provider’s company name and logo.
    e. Not be under the influence of alcohol or any controlled substance.
    f. Be able to perform required duties.

3. Tow truck drivers shall wear safety vests or reflectorized clothing that conforms to Occupational Safety and Health Administration (OSHA) requirements. Alternatively, the OSHA safety requirements may be incorporated into the uniform, jacket, or rain gear, as long as these items are worn as the outermost garment.

4. UNACCEPTABLE CONDUCT - Tow Providers and tow truck drivers shall refrain from the any of the following conduct in performing services pursuant to the Tow Contract:

    a. Rude or discourteous behavior;
    b. Lack of service, selective service, or refusal to provide service, which Tow Provider or two truck driver is capable of performing;
    c. Any sexual harassment or sexual impropriety;
    d. Unsafe driving practices; or,
    e. Responding to a City-initiated tow request with the odor of an alcoholic beverage emitting from the Tow Provider/tow truck driver's breath and/or person or displaying objective symptoms of drug use.
    f. Disagreements between drivers from competing tow companies will be adjudicated by the Officer or SDPD personnel in charge of the scene. Failure to comply with the instructions or directions of the officer may lead to immediate suspension of the driver(s) involved. Discrepancies with directives given by the Officer at the scene will be submitted to the Tow Administrator within (10) days.
    g. Tow truck drivers and/or Tow Providers displaying objective symptoms of being under the influence of an alcoholic beverage or controlled substance will be treated as any other motorist or citizen, and may be subject to further evaluation and possible arrest.
    h. At no time shall a Tow Provider offer and request to tow a vehicle without having been properly dispatched to the scene. A violation of this may be considered "Tow Jumping" and may lead to disciplinary action.

I. RESPONSE TIME

1. Tow Providers shall be available to respond to service calls from the City for tow dispatching, twenty-four (24) hours a day, seven (7) days a week within the SDPD's established maximum Response Time limits, which may vary, based on the geographical area. Response Time is defined as the elapsed time between the relaying of the tow service request to the Tow Provider and the arrival of the tow truck at the incident.

2. In no case shall the maximum Response Time for any single City-initiated towing request exceed thirty (30) minutes for light through medium duty (Class A - C) tows, except for light through medium duty tows from the geographical area that are presently included in SDPD beat 235, San Pasqual community (Zone 2), which shall have a maximum Response Time of fifty (50) minutes. The 30-

minute response time also applies to abandoned vehicle and 72-hour violation tows.

3. Heavy duty tows (Class D) shall have a maximum Response Time of sixty (60) minutes, except for the geographical area included in SDPD beat 235, San Pasqual Community (Zone 2), which shall have a maximum Response Time of eighty (80) minutes.

4. A failure to provide required Towing Services within maximum Response Time requirements shall constitute a failure to comply with the terms and conditions of the Tow Contract. Sanctions referenced in this Manual may be imposed if the Tow Provider fails to meet the average Response Time for any calendar month, and/or if more than five percent (5%) of the Tow Provider's tows exceed the maximum Response Times in any calendar month.

5. When a Tow Provider will be temporarily unavailable to provide service due to pre-planned or scheduled activity, the Tow Provider shall notify the SDPD Tow Administrator or designee at least 48 hours prior to the date that services will be unavailable, advising the dates and times of the unavailability.

6. The Tow Providers responding to City-initiated calls shall perform the towing service required for which they were dispatched to, unless the requested equipment is inadequate for the service to be performed.

7. In some instances, multiple LTPs may be dispatched to the same location. LTPs shall perform the towing service required for the specific vehicle(s) to which they were dispatched. Towing of other vehicles at the scene not dispatched to them may lead to suspension or termination of an individual company or driver from providing tow services, or suspension or termination or the Tow Contract.

8. Tow Providers shall respond to City-initiated calls with the equipment requested. A Tow Provider shall not respond to a City-initiated call assigned to another Tow Provider or reassign a call to another Tow Provider, unless requested to do so by the City or its designee.

9. Nothing precludes the assigned Tow Provider from ascertaining if additional assistance or equipment is required. However, there shall be no additional charge to the City for any personnel or equipment that is not necessary. The LTP on scene will be permitted to contact another unit from their company. The officer at the scene will annotate the additional equipment needed on the Tow Signature Form. The LTP operator will notify the Tow Dispatch Contractor of the needed equipment pertaining to compensation. The City and the Tow Dispatch Contractor reserve the right to re-dispatch equipment in the case of time constraints or delays of additional equipment**.** The additional fees should also be noted on the LTP's tow slip to facilitate entry into the IMS by the LIP. Failure to do so could preclude payment of the fees.

10. There may be times when the Tow Provider initially assigned to a call may require the assistance of an additional Tow Provider at the scene. The Tow Provider assigned to the initial call may request assistance from dispatch.

11. There may be times when a Tow Provider, who was not called to a scene, comes upon a collision scene where a vehicle or vehicles are blocking a roadway and a SDPD officer requests assistance in clearing the roadway. In such cases, the Tow Provider may be requested to move the vehicle to a safe location, as directed by the officer, and leave it. The LTP will not impose any charge for this assistance.

At no time shall a Tow Provider offer and request to tow a vehicle without having been properly dispatched to the scene. A violation of this may be considered "Tow Jumping" and may lead to suspension or termination of an individual company or driver from providing tow services, or suspension or termination or the Tow Contract.

J. BUSINESS HOURS

Tow Providers must be able to provide Towing Services twenty-four (24) hours a day, seven days a week. The Tow Provider shall provide at least 48 hours' notice for any planned or scheduled dates and times during which the Tow Provider will be unable to perform their obligations under the Tow Contract.

K. BUSINESS RECORDS

Tow Providers shall keep and maintain records for all Tow Services furnished on the City's behalf, pursuant to the Tow Contract including at a minimum, a detailed description of each vehicle towed, nature of service provided, date and time of notification by the City, time of tow truck dispatch, time of truck arrival at service call location, time the vehicle arrived at a tow facility, time of the final disposition of the vehicle, and the final disposition of the vehicle (i.e., released to the registered owner or agent, lien sale by Tow Provider, etc.).

L. AUDIT AND INSPECTION OF RECORDS

1. At any time during the regular business day and as often as the City deems necessary, the Tow Provider shall make available for examination all data and records with respect to matters covered by the Tow Contract and shall permit the City or its designee to audit, examine and make copies from such data and records, as well as to conduct audits of all invoices, materials, and other data relating to all Agreement matters and with respect to dispatch invoices, materials, payroll, personnel records, and other data relating to all matters covered by the Tow Contract.

2. The Tow Provider shall maintain such data and records in an accessible location for a period of five (5) years after the completion of the term of the Tow Contract. The Tow Provider agrees to include the above provision in all subcontracts.

3. The SDPD Tow Contract Administrator or its designee may make unannounced visits to a Tow Provider's office for the purpose of reviewing and auditing the records mentioned in this Manual. Failure to provide any record within twenty-four (24) hours may result in sanctions and/or penalties as stated this Manual.

4. Tow Providers shall allow the City or its designee to remove business records for the purpose of reproduction. The City shall provide the Tow Provider with a receipt for any original records removed from the Tow Provider's place of business and shall return all original records to the Tow Provider within an agreed-upon time frame.

5. All records pertaining to Police Initiated Tows, including registered owner names, addresses, vehicle information, shall be confidential. This information may only be released to the registered owner. If the registered owner is not present, the agent retrieving the vehicle shall provide a notarized letter from the owner, in addition to proper identification. All records of evidentiary held vehicles shall not be released to anyone, including the Registered Owner, without the written consent from the City. All records requests shall be referred to the City Tow Administrator.

M. TOW AND IMPOUND RATES

1. The City establishes the rates for all services charged by Tow Providers for City-initiated towing and storage. The following rate requirements apply to City-initiated tow services when a tow is performed without the prior consent or authorization of the owner of the vehicle, or owner's authorized agent.

2. Rates/Fees – Tow Provider's list of rates and fees for towing and storage are provided below in Appendix 3 – Rates and Fees.

3. Approved Rate Schedule to be kept in Tow Vehicles – the approved schedule of rates charged by the Tow Provider shall be stored in the tow vehicles and shall be presented upon demand to the person(s) for whom the services are being provided, their agents, or any SDPD officer or employee at the scene.

4. Towing Fees – Tow Provider shall base towing charges upon the class of vehicle being towed, regardless of the class of tow truck used, except when a vehicle recovery operation requires a larger class tow truck, which is to be determined by the Tow Provider. All additional fees are subject to review and approval by SDPD Tow Administration, or its designee.

5. Applicable charges (See Appendix 3) are as follows:

    a. Canceled Tow Service Requests- If a tow service request has begun and is cancelled by the City or its designee and the LTP has not yet hooked up to the vehicle at the scene, charges shall not be incurred by the City. If a tow service

request has begun and is cancelled by the City or its designee after the LTP has hooked up the vehicle at the scene, the Tow Provider may charge the City an amount not to exceed the specified drop rate. "Hooked up" is defined as the vehicle being properly and safely secured and either raised off of the ground by a wheel lift or placed completely on to a flat bed.

b. In situations where drop fees apply, the Officer requesting the tow will need to request the tow be cancelled and sign the LTP's tow slip indicating authorization of the drop fee. The LTP will then be required to transmit the tow slip to the IMS provider for entry and incorporation for payment processing.
c. An LTP may charge the City a Transfer Tow Fee for the transfer of vehicles between City facilities or to and from City facilities and LIP facilities. In addition to the City Transfer, The City mileage fee may be charged after the first five miles.
d. An LTP may charge the City a Transfer Tow Fee for the relocation of vehicles within City facilities.
e. Periodically a LTP may be dispatched and asked by an officer to relocate a vehicle from a City street to another nearby street location. In these situations, the LTP may charge the City tow rate for the relocation.

6. A Non-Preference tow is a "Private tow" requested and dispatched by the City on behalf of a citizen, as a courtesy to the citizen. LTPs will be responsible for the Tow Contractor Dispatch Fee for all Non-Preference tows.

7. At no time will a LTP request or accept payment or compensation from anyone for the release or Drop of a vehicle, once a tow has been initiated.

N. TOW AND IMPOUND RATE ADJUSTMENTS

The City establishes the rates for all fees, including, towing, storage, dispatching, Franchise and TICR. The City may review and adjust rates at any time. Any change in rate(s) will be at the sole discretion of the City.

O. LTP PAYMENTS

The City's standard payment terms are Net 30 Days. As presented in the following pages, payments will be invoiced through a weekly towing activity report that will capture tows from each Wednesday through the following Tuesday. The LTP will be responsible for ensuring all relevant fees are documented on the tow slips and also for reviewing the data entry performed by the LIP into the IMS on a daily basis to ensure accuracy for the data supporting payments from the City to the LTP.

All discrepancies should be identified within the weekly billing cycle, which begins Wednesday and ends Tuesday. Any propose discrepancies should be discussed with the relevant LIP to correct the data within the IMS. All data that is updated through the Tuesday of each week will be processed in that current week's activity.

In the event a discrepancy was not resolved through normal processing with the LIP, the LTP shall identify any unresolved issues by Friday (three days following the Tuesday's activity cut-off) to the City or its designee for processing corrections. These discrepancies will be reviewed by the City or its designee and any necessary corrections will be processed in future weeks.

P. COMPLAINTS

The Tow Provider will establish a procedure by which persons whose vehicles have been towed and/or stored (Customers) may file a complaint regarding the Tow Provider's performance. The Tow Provider shall be required to make available to Customers a complaint form which should include a self-addressed, pre-paid postage envelope. The Tow Provider's complaint procedure shall allow complaints to be submitted by mail, fax or via the Internet. Customers shall be able to request a complaint form by telephone, fax, in person or by email. The Tow Provider shall record the name, telephone number, and address of each customer complainant and the details of each complaint. The Tow Provider shall be required to respond to all complaints, regardless of the origin of the request for service (by mail, phone, in person or via the Internet) within seven (7) days of receipt of complaint. All complaints received by Tow Providers may be forwarded to SDPD Tow Administration. It is expected that complaint forms will be available from both LTP and LIP. Complaints between LTPs, LIPs, and the Automated Dispatch Contractor may be forwarded to SDPD Tow Administration.

Q. PENALTIES FOR NON-PERFORMANCE

1. Failure to perform any of the requirements set forth in this Manual, or performance of prohibited actions, shall constitute a breach of the Tow Contract. Any breach of the Tow Contract may result in sanctions, such as contract suspension, termination, or debarment. For additional details, see the City's General Terms & Provisions, Article IV.

2. Termination for Default

    a. The City may, by written notice of default to the Tow Provider, terminate the whole, or any part of, the Tow Contract, provided that Tow Provider fails to cure such default within ten (10) calendar days after receipt of such notice. The following are considered defaults:
    b. Failure to make delivery of the goods or to perform the services within the time specified; or
    c. Failure to perform any of the obligations of this Tow Contract, or to make sufficient progress in performance which may jeopardize full performance.

3. In the event the City terminates the Tow Contract, in whole or in part, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent services and the Tow Provider shall be liable to the

City for any excess costs. The Tow Provider shall also continue performance to the extent not terminated.

4. Termination for Convenience

   The City, by written notice, may terminate the Tow Contract, in whole or in part, when it is in the best interest of the City. Tow Provider shall be compensated in accordance with auditable costs for services or products provided prior to notification of termination.

   The City may, by written notice to the Tow Provider, terminate the Tow Contract in whole or in part at any time as stated above. Upon receipt of such notice, the Tow Provider shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2):

   a. Deliver to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Tow Provider in performing the Tow Contract, whether completed or in process.
   b. If the termination is for the convenience of the City of San Diego and if this is a fixed price contract, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
   c. If, after notice of termination for failure to fulfill Tow Contract obligations (default), it is determined that the Tow Provider had not so failed, the termination shall be deemed to have been effected for the convenience of the City of San Diego. In such event, adjustment in the contract price shall be made as provided in paragraph (2) of this clause.
   d. The rights and remedies of the City of San Diego provided in this clause are in addition to any other rights and remedies provided by law or under the Tow Contract. Time is of the essence for all delivery, performance, submittal, and completion dates in the Tow Contract.

5. Suspension of Work

   a. The City may order the LTP or LIP in writing via email to suspend all or any part or the work for such period of time as they determine to be appropriate for the convenience of the City of San Diego.
   b. The Tow Administrator, at their sole discretion, may suspend all or part of the work from any violations of the Tow Contract. Suspensions can be issued against individual drivers, tow companies or a combination of both. Offenses listed in this Manual are exemplary; the Tow Administrator may take action on other issues at their sole discretion.

R. LIVING WAGES

This Contract is subject to the City's Living Wage Ordinance (LWO), codified in San Diego Municipal Code Chapter 2, Article 2, Division 42. Bidder agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

1. Payment of Living Wages. Pursuant to San Diego Municipal Code section 22.4220(a), Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the required minimum hourly wage rates and health benefits rate unless an exemption applies.

1.1 Copies of such living wage rates are available on the City website at https://www.sandiego.gov/purchasing/programs/livingwage/. Bidder and its subcontractors shall post a notice informing workers of their rights at each job site or a site frequently accessed by covered employees in a prominent and accessible place in accordance with San Diego Municipal Code section 22.4225(e).

1.2 LWO wage and health benefit rates are adjusted annually in accordance with San Diego Municipal Code section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year.

2. Compensated Leave. Pursuant to San Diego Municipal Code section 22.4220(c), Bidder and its subcontractors shall provide a minimum of eighty (80) hours per year of compensated leave. Part-time employees must accrue compensated leave at a rate proportional to full-time employees.

3. Uncompensated Leave. Bidder and its subcontractors must also permit workers to take a minimum of eighty (80) hours of uncompensated leave per year to be used for the illness of the worker or a member of his or her immediate family when the worker has exhausted all accrued compensated leave.

4. Enforcement and Remedies. City will take any one or more of the actions listed in San Diego Municipal Code section 22.4230 should Bidder or its subcontractors are found to be in violation of any of the provisions of the LWO.

5. Payroll Records. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City.

5.1 For contracts subject to both living wage and prevailing wage requirements, only one submittal will be required. Submittals by a Bidder and all subcontractors must comply with both ordinance requirements.

6. Certification of Compliance. San Diego Municipal Code section 22.4225 requires each Bidder to fill out and file a living wage certification with the Living Wage Program Manager within thirty (30) days of Award of the Contract.

7. **Annual Compliance Report**. Bidder and its subcontractors must file an annual report documenting compliance with the LWO pursuant to San Diego Municipal Code section 22.4225(d). Records documenting compliance must be maintained for a minimum of three (3) years after the City's final payment on the service contract or agreement.

8. Exemption from Living Wage Ordinance. Pursuant to San Diego Municipal Code section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Bidder must complete the Living Wage Ordinance Application for Exemption.

VII. ADDITIONAL REQUIREMENTS FOR LIPS (*LIPS ONLY*)

An LTP may also qualify as an LIP. Not every LTP qualified to be an LIP will be selected to be an LIP. LIP services will be non-exclusive. The City may or may not use LIP facilities and services from time to time at the City's discretion.

A. CUSTOMER SERVICE

LIP shall be required to interact with Customers who contact them for the purpose of retrieving towed and/or impounded vehicles in person or by phone. When a Customer makes an inquiry of an LIP by any means of communication, the LIP shall provide the Customer with accurate and timely information regarding their rights with respect to the towed/impounded vehicle under the Tow Contract and all applicable federal, state and local laws and regulations as defined in this Manual. All materials created by the LIP which are intended for use by Customers, whether in written, electronic or audio format, shall be made available in English as well as Spanish.

1. Business Office Hours

    a. The LIP shall be required to operate a business office that is open to the public during the Regular Business Day.
    b. The LIP shall maintain adequate and sufficiently trained staff to simultaneously serve two (2) Customers. The Tow Provider shall also be required to open an additional service window whenever more than two (2) people are waiting for more than ten (10) minutes. The LIP shall be required to cross-train all personnel so that the window staff is trained to answer telephone calls when not assisting a customer in person and call volumes require additional telephone Providers. Likewise, telephone Providers shall be trained to assist window staff when walk-in wait times exceed ten (10) minutes and windows are available.
    c. All employees of an LIP who have regular, continuous contact with members of the public shall be neat in appearance and courteous to the public. An appropriately trained customer service manager shall be on duty during regular business hours to assist customers, apart from normal window service, including, but not limited to, high-level service inquiries, suggestions, complaints, assistance to disabled Customers and other unusual needs.

2. Non-Business Hours (After Hours)

    a. In addition to the business office hours, the LIP shall be open to receive dispatch calls and be available promptly to release vehicles or personal property to their owners, or owner's agent, twenty-four (24) hours a day, each day of the week. In all cases, an LIP shall be required to release a vehicle to a Customer within one (1) hour of the Customer's completion of all payment and documentation requirements for vehicle release. LIP may charge an after-hours gate fee for this service. The LIP shall provide at least 48 hours' notice for any planned or scheduled dates and times during which the Tow Provider will be unable to fulfill their contractual obligations to the City.

3. Telephone Service

    a. LIP shall establish and maintain one (1) phone line that the City and/or the public may call to obtain information regarding impounded vehicles. This phone line shall be independent of the phone line used for dispatching tow service requests. The LIP's telephone Providers must be available to respond to calls from the public twenty-four (24) hours per day, each day of the year. All phone calls received must reach a live person within ten (10) minutes of request and no more than five percent (5%) of all calls received during a monthly reporting period should be put on hold during a telephone transaction for more than two (2) minutes.

B. STORAGE FACILITY

1. The LIP shall be responsible for the security of vehicles and property at the LIP's storage facility. At a minimum, a fenced or enclosed secured area shall be provided. The storage yard shall have: a minimum of ten thousand (10,000) square feet of storage space that is completely enclosed by at least a six foot (6') high fence with a gate; have adequate lighting; and comply with all building codes and zoning regulations, including, but not limited to, those standards established by the Fire Marshal, Sign Zoning and Building Codes. The LIP shall provide the exact location, size, status of fencing and status of the surface for any of its storage yards and other facilities.

2. The City or its designee reserves the right to inspect storage facilities at any time and under any circumstances to verify compliance with contractual requirements.

3. The LIP is responsible for the reasonable care, custody, security, and control of any property contained within towed or stored vehicles.

4. LIPs may share storage facilities; however, the spaces allotted shall be physically separated and secured.

5. Security systems, including ample lighting and a surveillance system, shall be in place and operational at all times for the entire occupied area. The surveillance system shall be capable of capturing footage on video tape or digital media. The media shall be stored and available to the SDPD Tow Contract Administrator for at least 7 days.

6. Vehicles subject to Police Investigative Holds shall be stored in a segregated, secure area within the storage facility. The owner or agent of the vehicle may not view or access any vehicle under a Police Investigative Hold.

C. VEHICLE AUCTIONEER

At the LIP's expense, the LIP shall contract for the services of an independent auctioneer to avoid conflicts and self-dealing. No vehicles shall be sold at auction to any person who is currently acting, or has acted, as an auctioneer (or auctioneer's Affiliate), LTP, and/or LIP contracted with the City arising from this RFP.

LIP shall dismiss any auctioneer (or Affiliate) who violates this provision, and notify the City of any such violation. California Civil Code 3071 provides that a lien holder conducts the sale, but does not require the lien holder to perform auctioneer services.

A third-party auctioneer service is considered a sub-contractor under any Tow Contract arising out of this RFP and shall be bound by its terms. The third-party auctioneer shall be responsible for various functions including the completion of Release of Liability paperwork, Bill of Sale, DMV filing, collecting monies, keys etc.

VIII. ADDITIONAL PERFORMANCE REQUIREMENTS FOR LIP (*LIPs ONLY*)

A. STORAGE FACILITY MANAGEMENT

1. Vehicles shall be placed in such a manner that no more than four (4) vehicles need to be moved to clear a passage for any vehicle.

2. Two (2) feet of clearance space shall be maintained between the sides of all vehicles.

3. The LIP shall store vehicles in such a manner as to prevent loss or damage to vehicles and to vehicle contents.

4. The storage facility shall be clean and well-maintained at all times.

5. The LIP shall not permit the public to walk through the lot, unless escorted by an employee of the LIP.

B. CUSTOMER SERVICE

1. Posted Public Information
   The LIP shall be required to display the following information in the service center in a conspicuous location. With the exception of items (j) and (k) listed below, information provided at the service center shall be available to the public in English and Spanish:

   a. Statement that a complete copy of the Tow Contract with the City is available for review on the Internet (including the URL address for the Internet site).
   b. A statement of the Customer's rights and obligations, which will be provided by the City or its designee.
   c. At all cashier stations, schedules of all current towing, storage and additional charges set forth in this Manual, including conformance with § 3070(E) of the California Civil Code.
   d. Notice required by § 22850.3(b) CVC that any vehicle impounded pursuant to § 22850 CVC may only be released upon proof of: (1) current registration, or (2) Notice to Appear from SDPD for the registration violation.
   e. Notice explaining the right to a post-storage hearing and the procedure by which a post-storage hearing may be requested from City.
   f. Procedures for filing a claim for damages incurred to the vehicle or contents thereof as a result of the tow, or while in storage, and associated claim forms.
   g. Procedure by which all unclaimed vehicles are sold at public auction, including the location of such auctions, and a statement indicating that all in attendance at such auction should have an equal opportunity to bid.
   h. List of publications in which such auctions are advertised.
   i. Instructions for bidders interested in attending the public vehicle auctions.
   j. Preliminary list of all vehicles to be auctioned seven (7) days in advance of the auction date.
   k. Results of the previous vehicle auction, which must include the list of vehicles by make, model and year and the final sale price.

C. VEHICLE INTAKE AND PROCESSING

1. Digital Photo Recording - The LIP shall be required to have cameras at all vehicle intake facilities and take digital photos of all four (4) sides of the exterior of each vehicle when it is initially brought into any storage facility. These images shall be uploaded and stored electronically in the IMS and in a manner that allows prompt retrieval within one (1) working day of any request by the City or its designee. These requirements can be satisfied by extracting still images from continuous video footage.

D. VEHICLE DATA ENTRY

1. Vehicle Valuation –If the SDPD did not assign an estimated value to the vehicle at the time of impound, the LIP shall be required to estimate the value of the

vehicle within seventy-two (72) hours of the vehicle's initial arrival at a storage facility. See § 22670 CVC. The LIP's valuation of the vehicle may be subject to later adjustment by the City or its designee.

2. VIN Inspection - The LIP shall be required to visually inspect any vehicle for which a lien is requested to confirm and record the Vehicle Identification Number (VIN) of each vehicle, and include the VIN in its lien request to the DMV, within seven (7) days. The LIP shall be required to notify the SDPD within twenty-four (24) hours of becoming aware of any vehicle in its possession for which the license plate and the VIN do not match. Exceptions to the deadline for collecting the VIN information should include vehicles subject to SDPD investigative holds, vehicles identified as "NO ID" vehicles, and other cases of extenuating circumstances as approved by the City.

3. "No ID" Vehicles - All vehicles with no VIN, a VIN that is obliterated or unreadable, or an incorrect VIN, shall be impounded under a "NO ID" number. These vehicles shall be placed on a Police Investigative Hold, regardless of which City agency initiated the tow request. The LIP shall be required to keep "NO ID" vehicles (excluding oversized vehicles) within the segregated Police Investigative Hold area within the storage facility. The LIP shall move a "NO ID" vehicle out of the segregated area within twenty-four (24) hours of receiving a request to do so from the SDPD. If a VIN is found during the inspection by the SDPD, the LIP shall follow Vehicle Code regulations for release and/or disposal. If the vehicle remains an "NO ID" vehicle, the LIP shall receive a Public Agency Authorization of Disposal of Vehicle form (DMV 462) from the SDPD and dispose of the vehicle as required by the Vehicle Code. The SDPD shall require that the LIP allow the removal of parts from any "NO ID" vehicle by the SDPD.

4. Data Entry/Police Department Notification – LIP is required to input data into the IMS regarding all City initiated tow requests. LIP shall enter the following into the IMS:

    a. The arrival time within 60 minutes of the tow truck picking up a vehicle or within 15 minutes of the arrival at the impound facility, whichever time is less;
    b. Whether the vehicles are City-owned;
    c. Whether the vehicles are subject to Police Investigative Holds
    d. Whether the vehicles are subject to Administrative Holds;
    e. Whether the vehicles are subject to any other Holds;
    f. All vehicle releases.

5. In addition to primary towed vehicles, the LIP will be required to enter data into the IMS for load vehicles. For example, in the case of a trailer with two (2) motorcycles on it, the trailer will be considered the primary tow and the motorcycles are the additional load vehicles. SDPD employees must complete a vehicle impound report for each vehicle, listing both the primary tow and the load

vehicles. LIP will not charge a separate towing or storage fee for load vehicles. In situations where the trailer is able to be released but the load vehicle(s) must remain at the LIP yard, the LIP may charge storage for the load vehicles from the time the trailer is released.

E. INFORMATION AND VEHICLE RETRIEVAL PROCEDURES

1. The LIP's staff shall be required to be able to identify and locate an impounded vehicle in the LIP's possession by using the license number, the VIN, or three (3) or more of the following identifiers: vehicle make and model, vehicle color, date of tow, and location of tow.

2. The LIP's staff shall be required to use the IMS to provide information regarding a tow and should also be trained in procedures for manual processing of vehicle pick-up requests during times that the IMS is not operational.

3. The LIP shall be required to record the identity of the Customer and the identification information provided by the Customer into the IMS.

4. After obtaining payment of all fees, the Customer shall be issued a tow receipt, with a copy to be signed by the Customer and retained by the LIP.

5. The LIP shall provide all customers with a complete, itemized receipt for services rendered.

6. The LIP shall be required to have any person who claims the right to possession of a vehicle to show a valid driver's license or to identify a licensed driver before allowing the vehicle to be driven off the LIP's facilities and onto public streets.

F. STORAGE OF VEHICLES IN EXCESS OF 72-HOURS

The LIP must notify the SDPD Tow Administration electronically whenever a City vehicle or vehicle subject to a Police Investigative Hold will be stored in excess of seventy-two (72) hours. Failure to provide such notification to the City upon expiration of the 72-hour period shall result in forfeiture of the LIP's storage fees accrued in excess of 72 hours.

G. RELEASE OF IMPOUNDED VEHICLES

1. General Release Provisions

    a. The release of impounded vehicles shall be conducted in accordance with state and local law, and this Manual.
    b. Vehicles may only be released to the registered owner. If the registered owner is not present, the agent retrieving the vehicle shall provide a notarized letter from the owner, in addition to proper identification, and payment for appropriate fees. The LIP shall not require a waiver, hold harmless agreement, or other similar release and/or indemnification from vehicle owner or agent as a condition of release.
    c. The LIP may release vehicles to an insurance company, lien holder, or rental car company in accordance with state law.
    d. If an impound is found to be invalid after a post-storage hearing, the City will designate staff authorized to lift holds and waive the applicable tow and storage fees as deemed appropriate by the City or its designee. Only the SDPD approved fees incurred by the Tow Provider will be charged to the City. Invalid tows paid for by the City shall be billed at the City's tow and impound storage rate equivalent to that of the City's "Police Investigative Hold" storage rate.

2. Administrative Holds

    a. When the LIP processes a 22651(i) CVC vehicle for release, the Registered Owner must bring proof of payment and/or release of clearance of all citations before release.
    b. The LIP shall input the following information into the IMS when a vehicle is released: date and time released, person to whom it was released, form of identification and identification number used by person to whom it was released (i.e., driver's license, identification card, etc.), an itemization of fees paid and a receipt number given for payment, and registration.

3. Police Investigative Holds

    a. Once the assigned investigator determines that the vehicle is no longer needed as evidence, the assigned investigator shall lift the Police Investigative Hold by contacting the SDPD Tow Administrator or the Watch Commander. The SDPD Tow Contact Administrator or Watch Commander will update the IMS or notify the LIP with a standard form (PD-368), thus ending the City's responsibility for towing and storage fees. Storage fees accrued after the Police Investigative Hold has been released will be the responsibility of the vehicle's registered owner or the owner's agent.
    b. If the IMS database is unavailable, the SDPD Tow Administrator or the Watch Commander may notify the LIP that a Police Investigative Hold has been lifted with a standard form (PD-368) to be used for all written release

authorizations. Once IMS is operational, the LIP is responsible to input all information and status changes as listed in subsection (e) below.

c. LIP may not release vehicles subject to a Police Investigative Hold until they receive notice from the Tow Administrator or the Watch Commander (via the IMS or the PD-368) that the Police Investigative Hold has been removed.
d. Prior to release, the LIP will: (1) confirm that the Police Investigative Hold has been removed, and (2) ensure that the vehicle's registration is current.
e. The LIP shall input the following information into the IMS when a vehicle is released: date and time released, person to whom it was released, form of identification and identification number used by person to whom it was released (i.e., driver's license, identification card, etc.), an itemization of fees paid and a receipt number given for payment, and registration.

4. Extended Holds:

a. 30- Day Holds- Vehicles impounded by SDPD personnel pursuant to § 14602.6 CVC, can only be released prior to the required 30-day period by obtaining approval from SDPD Tow Administration staff. All registered and legal owners shall be referred to the SDPD Tow Administration Unit for any questions regarding the 30-day hold on a vehicle.
b. If SDPD discovers that the vehicle does not qualify for a 30-day hold, SDPD personnel will update the status of a vehicle in IMS to change the storage authority to § 22651(p) CVC (Administrative Hold).
c. After expiration of the 30-day period, the vehicle may be released in accordance with general release provisions.

H. REMOVAL AND RELEASE OF PERSONAL PROPERTY AND CARGO

1. The LIP may release personal property stored within the vehicle (e.g. any item not fixed to the vehicle) to the owner or agent of the vehicle upon demand during the regular business hours, unless there is a Police Investigative Hold or a forfeiture hold placed on the vehicle.

2. Cargo shall be released upon demand of the carrier or pursuant to a court order.

3. LIP may charge an after–hours gate fee for personal property release outside of the regular business hours.

4. Personal property within vehicles subject to a Police Investigative Hold may not be recovered without prior consent of the assigned case investigator.

5. Personal property within vehicles subject to a forfeiture hold may not be recovered without an SDPD officer being present.

6. For all vehicles, except those subject to a Police Investigative Hold or a forfeiture hold, owners or agents may enter a vehicle to obtain personal property. LIP shall

supervise, but is not obligated to assist the owner/agent in removing the personal property. The LIP shall prepare a written inventory of the items removed and require the owner/agent to sign the inventory. LIP shall record contact information of anyone accessing a vehicle and the reason for access. Additionally, the LIP shall conduct a full written inventory of any items removed from a vehicle as well entering the inventory information in the IMS. The LIP shall retain a signed hard copy.

I. PROCEDURES FOR LIEN SALES

1. In preparation for selling a vehicle at a lien sale, the LIP shall attempt to locate and contact the owner and/or any lien holder(s), in accordance with all state and local laws and regulations. The LIP shall request vehicle ownership information from the Department of Motor Vehicles (DMV) for all vehicles stored at least seventy-two (72) hours. LIPs may not impose the lien fee until it has made a written request to the Department of Motor Vehicles and it has entered all lien information and uploaded scanned copies of written request to DMV into IMS. Whenever ownership information is available, the LIP shall send lien notices as required by the CVC to registered owners, lien holders and legal owners. The notice form shall conform to CVC and DMV requirements.

2. Lien sale notices should include a statement that "transfer of title" to the LIP, or failure to claim a vehicle, is not sufficient to avoid towing and storage costs in excess of the vehicle's sale price, which may be subject to collection.

3. The LIP shall comply with all state and local laws and regulations applicable to notice and conduct of lien sales of vehicles, including, but not limited to California Civil Code §§ 3068-3074 and Division 11, Chapter 10, Article 1 of the Vehicle Code, and any successor statutes. The LIP shall track lien-related dates, and process the official lien notification paperwork as required.

4. Prior to any lien sale or disposal, the LIP shall impose a lien against the vehicle for the City's Tow/Impound Cost Recovery Fee (Appendix 3). In addition, the LIP shall conduct a final search in IMS for any additional liens, such as outstanding parking citations. Any additional liens must be imposed against the vehicle prior to sale or disposal.

5. Prior to auctioning any vehicle, the LIP shall provide an auction schedule to the City, which shall include the auction date and information regarding the vehicles to be auctioned.

6. LIP shall separately account each lien sale or other disposition (i.e. disposal and/ or salvage of the vehicle); bulk sales are prohibited. For each lien sale or disposition, the LIP must document the following:

7. The vehicle identification number, year, make, and model.

8. The identification of the purchaser.

9. Amount of monies received as a result of the sale or other disposition.

10. List of all liens against the vehicle and liens satisfied by the sale or disposition.

11. Lien Amount - No lien for storage of an impounded vehicle may exceed authorized charges for the maximum period of storage allowed by applicable laws, including, but not limited to §§ 22851.3, 22851.6 CVC, California Civil Code §§ 3067-3074 and any other applicable statutes enacted during the term of the Tow Contract.

12. Deficiency Claims

    a. Following the sale of any vehicle for which the LIP wishes to maintain a deficiency claim under California Civil Code § 3068.2, and before attempting collection of the deficiency claim, the LIP shall send a notice to the registered owner listing the amount of the deficiency claim, the basis of the charges, including the dates and amounts of towing and storage fees, the make, model and license number of the vehicle that is the basis for the claim, and the amount of the debt, including the amount that is offset by funds recovered from the sale or salvage of the vehicle. The City reserves the right to approve this notice.

    b. In the event that the LIP utilizes a third-party vendor to provide collection services for these deficiency claims, the LIP shall contractually require the third-party vendor to meet the notice requirements.

J. POST-LIEN SALE PROCEDURES

1. The LIP shall be required to have the purchaser of a vehicle or the purchaser's agent show a valid driver's license before removing the vehicle from any storage facility and onto the public streets.

2. The LIP shall comply with applicable CVC requirements for transfer of the title, including, but not limited, to the requirement of filing a notice of transfer of title pursuant to § 5900 CVC.

K. FORFEITURES

1. Vehicles impounded pursuant to § 14607.6 CVC (Vehicle Forfeiture) and vehicles impounded under any other authority that are changed to § 14607.6 CVC are to be handled as follows:

    a. The vehicle is not to be released without express consent of SDPD Tow Administration personnel. No one shall have access to the vehicle without a

SDPD officer present. Any owner wishing to remove property from the vehicle or with questions regarding the hold shall contact the Tow Administration Unit.

b. Forfeiture vehicles are held by the LIP until the hold is released by the SDPD Tow Administration Unit or until the vehicle has been declared forfeited by the City Attorney and the Declaration of Forfeiture is delivered to the LIP.
c. Upon receipt of the Declaration, the LIP will include the vehicle in the next auction. Higher value vehicles may have a designated minimum bid established by the City to be used at auction. The vehicle must be auctioned and may not be purchased in advance or outside of the auction. Anyone may bid on forfeiture vehicles at auction, except auctioneers or their Affiliates.

2. Per § 14607.6(i) CVC, the proceeds of a sale of a forfeited vehicle shall be disposed of in the following priority:

   a. To satisfy the towing and storage costs following impoundment, the costs of providing notice pursuant to § 14607.6, (e) CVC, the costs of sale, and the unfunded costs of judicial proceedings, if any.
   b. To the legal owner in an amount to satisfy the indebtedness owed to the legal owner remaining as of the date of sale, including accrued interest or finance charges and delinquency charges, providing that the principal indebtedness was incurred prior to the date of impoundment. The amount owed to the legal owner will be determined by the Tow Administrator or designee.
   c. To the holder of any subordinate lien or encumbrance on the vehicle, other than a registered or legal owner, to satisfy any indebtedness so secured if written notification of demand is received before distribution of the proceeds is completed. The holder of a subordinate lien or encumbrance, if requested, shall furnish reasonable proof of its interest and, unless it does so upon request, is not entitled to distribution pursuant to this paragraph.
   d. To any other person, other than a registered or legal owner, who can reasonably establish an interest in the vehicle, including a community property interest, to the extent of his or her provable interest, if written notification is received before distribution of the proceeds is completed.
   e. Of the remaining proceeds, funds shall be made available to pay any local agency and court costs that are reasonably related to the implementation of §14607.6 CVC that remain unsatisfied.
   f. Of the remaining proceeds, half shall be transferred to the State of California Controller for deposit in the Vehicle Inspection and Repair Fund for the high-polluter repair assistance and removal program created by Article 9 (commencing with Section 44090) of Chapter 5 of Part 5 of Division 26 of the Health and Safety Code, and half shall be transferred to the general fund of the city or county of the impounding agency, or the city or county where the impoundment occurred. A portion of the local funds may be used to establish a reward fund for persons coming forward with information leading to the arrest and conviction of hit-and-run drivers and to publicize the availability of the reward fund.

3. LIPS shall disperse the proceeds of the sale as provided above, and shall provide a written accounting regarding the disposition to the City, within fifteen (15) days after the sale is conducted.

4. Forfeiture vehicles sold at auction must retain all before and after market equipment included on the vehicle at time of impound, whether or not any special equipment is mentioned on the impound report.

    a. The cost of "providing notice," as referenced in Section VIII. K. 2 (a), will be reported by the Tow Administration Unit. The "cost of the sale", as referenced in Section VIII. K. 2 (a), is 10% of the sale price up to a maximum of $500.00. This amount is designed to prepare the vehicle for auction, to include cleaning the vehicle and making it presentable. Only advertising requested by the Tow Administration Unit shall be paid additionally as "cost of the sale." Storage fees shall not accumulate once the Declaration of Forfeiture is received by the LIP.
    b. Any fees to be paid pursuant to Section VIII. K. 2 (b), (c) and (d) above will be determined and reported to the LIP by the Tow Administration Unit only.

L. DUI FORFEITURES

1. Vehicles impounded pursuant to § 23596 CVC are to be handled as follows:

    a. The vehicles shall not be released without the express consent of SDPD Tow Administration Unit. No one shall have access to the vehicle without an SDPD officer present. Any owner wishing to remove property from the vehicle or with questions regarding the hold shall contact the Tow Administration Unit.
    b. Forfeiture vehicles are advertised for sale one time by the LIP at least 10 days and no more than 20 days prior to the sale in a newspaper of general circulation published in the city. The advertisement shall include the make, year, model, identification number, and license number of the vehicle, and the date, time and location of the sale. For motorcycles, the engine number shall also be included.
    c. Tow Administration personnel shall deliver to the LIP the Declaration of Forfeiture prior to the date of the sale as advertised.
    d. The LIP will include the vehicle in the auction on the date it was advertised for sale. Higher value vehicles may have a designated minimum bid established by the City to be used at auction. The vehicle must be auctioned and may not be purchased in advance or outside of the auction. Anyone may bid on forfeiture vehicles at auction, except auctioneers or their Affiliates.

2. Pursuant to § 23596(e) CVC the proceeds of the sale shall be disposed of in the following priority:

a. To satisfy the costs of the sale, including costs incurred with respect to the taking and keeping of the vehicle pending sale.
b. To the legal owner in an amount to satisfy the indebtedness owed to the legal owner remaining as of the date of the sale, including accrued interest or finance charges and delinquency charges. The amount owed to the legal owner will be determined by the Tow Administrator or designee.
c. To the holder of any subordinate lien or encumbrance on the vehicle to satisfy any indebtedness so secured if written notification of demand is received before distribution of the proceeds is completed. The holder of a subordinate lien or encumbrance, if requested, shall reasonably furnish reasonable proof of its interest and unless it does so on request, is not entitled to distribution pursuant to this paragraph.
d. To any other person who can establish an interest in the vehicle, including a community property interest, to the extent of his or her provable interest.
e. If the vehicle was forfeited as a result of a felony violation of Penal Code §§ 191.5(a) or 192.5(a), or § 23153 CVC, that resulted in serious bodily injury to a person other than the defendant, the balance, if any to the city or county in which the violation occurred, to be deposited in its general fund.
f. Except as provided in subsection (e) above, the balance if any, to the city or county in which the violation occurred, to be expended for community based adolescent substance abuse treatment services.
g. The person conducting the sale shall disburse the proceeds of the sale as provided above, and shall provide a written accounting regarding the disposition to all persons entitled to or claiming a share of the proceeds, within 15 days after the sale is conducted.
h. Forfeiture vehicles sold at auction must retain all before and after market equipment included on the vehicle at the time of impound, whether or not any special equipment is noted on the impounded report.

M. PASS-THROUGH PAYMENTS

The City's Towing Dispatch Contractor will generate two duplicate weekly invoices for towing throughout the City, one to the City and one to the LIP. Invoices are to capture tows from each Wednesday through the following Tuesday. Payments between the City and Tow Providers are intended to remain current and fully reconciled. LIPs will not pay the LTPs for tow services directly; the City or its agents will pass-through payment for all tow and dispatch services. Payments will be collected from the LIPs and disbursed to the LTPs and Tow Dispatch Contractor.

The LIP will be required to pay the City on a weekly basis for the following fees: 1) towing fees paid to the LTPs and 2) dispatch or tow management fees paid to the Towing Dispatch Contractor 3) Tow/Impound Cost Recovery (TICR), Franchise Fees and other revenues collected on the City's behalf. At the vehicles release, the City is due fees collected by the LIP from the Registered Owner. In conjunction with these payments, the LIP will be required to review the itemized report for tow costs,

impound cost, Tow/Impound Cost Recovery Fees, per-vehicle Franchise Fees, lien sale proceeds, forfeited vehicle auction sales proceeds that support these payments.

The City will pay LTP invoices based on the City's standard payment terms of Net 30 Days for the towing services provided in previous week's activities. For each vehicle towed, the LTP is due for Tow Services from the City (the pass-through payment collected from the LIP).

The LTP is responsible for ensuring all relevant fees that are documented on the LTP tow slips are entered into Impound Management System (IMS), within two hours of the tow being impounded at the LIP's storage facility. The LTP will review the data and identify any discrepancies to be discussed on a daily basis to correct the data within IMS.

All data that is updated through the Tuesday of each week will be processed in that current week's activity. In the event a discrepancy was not resolved through normal processing with the LTP, the LIP shall identify any unresolved issues by Friday (three days following the Tuesday's activity cut-off) through the workflow defined by the City or its designee for processing corrections. These discrepancies will be reviewed by the City or its designee and any necessary corrections will be processed in future weeks. If a vehicle is released to a customer and the relevant fees were not collected to support a payment to the LTP, but the item was documented as an additional fee to be paid and is supported as a fee due to the LTP, the LIP will remain responsible for that payment.

The following shows the pass-through and timing of fees:

<u>Vehicle is Towed:</u>

1a. Upon tow of a vehicle to an LIP facility, the Tow Dispatch Contractor invoices the LIP to pay the City for the following:
    a. LTP Tow fees
    b. Tow Dispatch fee
    c. Franchise fee

1b. Upon tow of a vehicle the Tow Dispatch Contractor invoices the City to pay the LTP and Tow Dispatch as follows:
    a. LTP are paid Tow fees
    b. Tow Dispatch is paid the Tow Dispatch fee

<u>Vehicle is recovered/released to Registered Owner:</u>

2a. If the Registered Owner recovers the vehicle, the Registered Owner pays the LIP for the following:
    a. LTP Tow fees
    b. LIP storage and applicable miscellaneous fees
    c. TICR fee

2b. Upon recovery by the Registered Owner, the LIP pays the City
    a. TICR

Vehicle is sold at Lien Sale:

3a. If the vehicle is sold at Lien Sale the LIP has the opportunity to recover all fees from Lien Sale proceeds including:
   a. LTP Tow fees
   b. LIP storage and applicable miscellaneous fees

3b. If the if full cost of fees are recovered LIP pays the TICR fee to the City.

As part of this process the LIP's are compensated for any evidence storage by the City.

N. TOW/IMPOUND RATES AND FEES

The LIP shall not charge any customer additional fees or amounts in excess of the amounts set forth in Appendix 3 – Rates and Fees.

1. Tow/Impound Cost Recovery Fee

   a. The City is authorized to collect administrative costs related to the removal, impound, storage, and release of impounded vehicles. The Tow/Impound Cost Recovery (TICR) Fee shall be an amount equal to the rate on file in the Rate book of City Fees and Charges maintained by the City Clerk. This rate may be adjusted at the sole discretion of the City. The City will endeavor to give LIPS sixty (60) days prior written notice of any adjustments to the rate.
   b. The LIP will pay to the City the TICR multiplied by the total number of vehicles released by the LIP during the preceding week, which were impounded pursuant to the CVC or SDMC sections listed below in Appendix 1 – California Vehicle Code Impound Authorities and San Diego Municipal Codes below. The City may amend Appendix 3 – Rates and Fees as necessary to reflect current law. The TICR fees are a pass-through that are collected by the LIP from the vehicle's owner or agent and paid to the City by the LIP.
   c. When a vehicle is impounded pursuant to one or more of the sections listed in Appendix 3 – Rates and Fees, the City will provide the tow truck driver a copy of the SDPD Tow Signature Form (PD-571) on which the City will have marked the "Agency Hold" box and listed the applicable impound authority in the "Storage Authority and Reason" box.
   d. The LIP shall not charge the owner of a vehicle towed at the initiation of the City a TICR fee greater than the current per vehicle TICR Fee.

2. Franchise Fee

   The LIP shall be responsible for paying the City a per-vehicle Franchise fee. This fee is set annually, based on prior-year actual expenditures and revenues related to the City's towing program.

3. Late Payments

   Any amount owed to the City by an LIP that is more than fifteen (15) calendar days beyond the due date shall be considered delinquent and will constitute breach of the Tow Contract. Failure to pay any amount owed to the City may result in suspension of the Tow Contract until the delinquent amount is paid. Interest will be charged on unpaid amounts at the maximum rate permitted by law. Partial payments will not be accepted.

O. BUSINESS RECORDS

1. In addition to all the requirements established for business records in Section VI. K., LIPs shall also conform to these additional standards:

   a. The LIP shall keep and maintain records for all tow services furnished to the City, including, but not limited to a description of vehicles towed, nature of the service performed, date and time of notification by the City, time of tow truck dispatch, time of arrival to the service call location, time vehicle was released from the storage facility, total itemized charges of towing and storage fees, receipts for released property, and the disposition of all vehicles towed and/or stored at the request of the City.
   b. If the vehicle is sold at a lien sale, LIP shall keep and maintain records containing the information required by Section VI. L of this Manual.
   c. The LIP invoices shall include, but not be limited to, vehicle description, type of service performed, service start time, service end time, location of service call, itemized cost of towing and storage fees, name of the tow truck driver and the class of the tow truck used to perform the tow.
   d. The LIP shall maintain complete business records including, but not limited to, opening statements, financial statements, personnel, payroll, insurance, applicable operating authorities, lien sale auctions, and Non-Preferential tow and services requested by SDPD on behalf of a private citizen as a courtesy.
   e. The LIP shall provide to the SDPD and the City Treasurer's office with a monthly report listing of all vehicles impounded pursuant to the authorization codes listed below in Appendix 1 – California Vehicle Code Impound Authorities and San Diego Municipal Codes that have left the LIP storage facility. The list should include vehicle identification, applicable impound authority, and how the vehicles were released or disposed of.
   f. These above-described records, and any other records related to the Tow Agreement, are subject to audit by the City or its designee in accordance with this Section VI. L (Audit and Inspection) of this Manual.

Appendix 1 – California Vehicle Code Impound Authorities and San Diego Municipal Codes

Tow Reason	Description	Hold Type	TICR Fee Applies	Franchise Fee Applies
1000	SDPD CITY OWNED VEHICLE TOW/SERVICE		NO	NO
14602-6	SUSPENDED LICENSE	30 DAY	YES	YES
14602-6A	30 DAY IMPOUND UNLICENSED DRIVER	30 DAY	YES	YES
146028A 2A	5 DAY HOLD, DUI RELATED ONLY	5 DAY	YES	YES
146028A 2B	15 DAY HOLD, DUI RELATED ONLY	15 DAY	YES	YES
14607-6	VEHICLE FORFEITURE	FORFEITURE	YES	YES
14607-6A	VEHICLE FORFEITURE	FORFEITURE	YES	YES
14607-6C	UNABLE TO PRODUCE LICENSE	FORFEITURE	YES	YES
22651A	OBSTRUCTING TRAFFIC		YES	YES
22651B	OBSTRUCTING TRAFFIC, HWY HAZARD		YES	YES
22651C	STOLEN VEHICLE ON PUBLIC LANDS/HIGHWAY		YES	YES
22651D	BLOCKING DRIVEWAY, MOVE NOT POSSIBLE		YES	YES
22651E	BLOCKING FIRE HYDRANT		YES	YES
22651F	UNATTENDED VEHICLE ON FREEWAY > 4 HOURS		YES	YES
22651G	DRIVER INCAPACITATED (DUI, ETC)		YES	YES
22651H	DRIVER ARRESTED		YES	YES
22651H1	DRIVER ARRESTED		YES	YES
22651H2	DRIVER IN CUSTODY DUI UNDER 21		YES	YES
22651I	UNPAID PARKING CITATIONS >=5	ADMIN- Citations	YES	YES
22651J	ILLEGALLY PARKED - NO REG DISP		YES	YES
22651K	PARKED OVER 72 HOURS PER SDMC 81 09-A2		YES	YES
22651L	SIGN VIOL REPAIR SDMC 9109-A3		YES	YES
22651M	TEMP TOW AWAY SIGNS		YES	YES
22651N	NO PARKING TOW AWAY SIGNS		YES	YES
22651O1A	REG EXP OVER 6 MONTHS	ADMIN-Registration	YES	YES
22651O1B	REG NOT ISSUED TO VEHICLE	ADMIN-Registration	YES	YES
22651O1C	REG FORGED OR ALTERED	ADMIN-Registration	YES	YES
22651P	HOLD SUSP OR NO DL		YES	YES
22651R	ILLEGAL PKD BLOCKING LEGALLY PARKED VEHICLE		YES	YES
22651-5	AUDIBLE ALARM OVER 20 MINS		YES	YES
22651-6	SPEED CONTEST (NO 30 DAY HOLD)		YES	YES
22651-9A	REMOVAL OF VEHICLE FOR SALE		YES	YES
22652	ILLEGAL PKD IN HANDICAPPED		YES	YES
22653A	STOLEN/EMBEZ VEH ON PVT PROP		YES	YES
22655A	HIT AND RUN VEH	INVESTIGATIVE	YES	YES
22655-3	VEH PURSUED & ABANDONED	INVESTIGATIVE	YES	YES
22655-5	EVIDENCE IMPOUND	INVESTIGATIVE	YES	YES
22655-5A	VEH FOUND ABAND/CRIME EVIDENCE	INVESTIGATIVE	YES	YES
22655-5B	VEH USED IN A CRIME	INVESTIGATIVE	YES	YES
22656	VEH PKD WITHIN 7 1/2 FEET OF RR CROSSING		YES	YES
22660	ABATEMENT ORDER PER SDMC 81 10		YES	YES
22669	ABANDONED		YES	YES
22669A	ABANDONED VEH ON HIWAY, PUB/PVT PROP		YES	YES
22669D	ABANDONED VEH PUB/PVT PROP INOP-NO TIRES, ENGINE, ETC		YES	YES
23109	MOTOR SPEED CONTEST	30 Day	YES	YES
23109-2	30 DAY HOLD/ILLEGAL SPEED	30 Day	YES	YES

Appendix 1- California Vehicle Code Impound Authorities and San Diego Municipal Codes continued

Tow Reason	Description	Hold Type	TICR Fee Applies	Franchise Fee Applies
23109-2A	RACING-30 DAY HOLD CITED	30 Day	YES	YES
63-02-21	POSTED NO PARKING		YES	YES
81-09A1	72 HOUR VIOLATION		YES	YES
81-09A2	NO PARKING ZONE		YES	YES
81-09A3	TEMP TOW-AWAY ZONE SIGNED POSTED		YES	YES
83-0111-B1	PEDICAB-NO VALID DECAL		NO	NO
83-0111-B2	PEDICAB-NO VALID PERMIT		NO	NO
83-0111-B3	PEDICAB-OPERATOR TAKEN INTO CUSTODY		NO	NO
83-0111-B4	PEDICAB-5 OR MORE UNPAID CITATIONS	ADMIN-Citations	NO	NO
83-0111-B5	PEDICAB-UNABLE TO SAFELY OPERATE		NO	NO
83-0111-B6	PEDICAB-OBSTRUCTION/HAZARD		NO	NO
83-0111-B7	PEDICAB-UNATTENDED IN PARKING ZONE		NO	NO
86-19-2	ILLEGAL PARKING CITY LOTS/FAC		NO	NO
86-19-4	UNATTENDED BOAT PKG/SANTA CLARA PT		NO	NO
TRANSFER	LOT TRANSFER TO CITY LOT		NO	NO
RELEASE	RELEASE FROM CITY LOT		YES	YES

Appendix 2 – Tow Truck Inspection Guide – CHP 234B (Rev. 3-15)

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

TOW TRUCK INSPECTION GUIDE

CHP 234B (Rev. 3-15) OPI 061

AREA NUMBER	COMPANY			CA NUMBER	DOT NUMBER	LEGEND
						P = Pass F = Fail
YEAR	MAKE	MODEL	LICENSE NUMBER	VIN		
GVWR	EQUIPMENT TYPE *(CHECK APPROPRIATE BOX)*					
	☐ CONVENTIONAL ☐ UNDERLIFT ☐ TRUCK HITCH ☐ WHEEL LIFT ☐ CAR CARRIER					

REQUIREMENTS FOR ALL CLASSES

CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F			P	F		
		Current Registration	4000 CVC			Parking Brake	26451 CVC
		Headlights	24400 CVC			Windshield	26700 CVC
		Beam Indicator	24408 CVC			Windshield Wipers	26706 CVC
		Tail Lamps	24600 CVC			Mirrors	26709 CVC
		License Plate Lamp	24601 CVC			Horn	27000 CVC
		Stop Lamps	24603 CVC			Exhaust System	27150 CVC
		Extension Lights	24605 CVC			Fuel Cap	27155 CVC
		Backup Lamps (1969+)	24606 CVC			Tire Tread	27465 CVC
		Reflectors, Rear	24607 CVC			Fenders/Mud Guards	27600 CVC
		Reflectors, Front and Side (1968+)	24608 CVC			Broom	27700 CVC
		Turn Signals	24951 CVC			Shovel	27700 CVC
		Clearance Lamps (>80" Wide)	25100 CVC			Fire Extinguisher 4B, C Rating	27700 CVC
		Amber Warning Lights	25253 CVC			Safety Chains	29004 CVC
		Warning Devices (Reflectors)	25300 CVC			Signs	27907 CVC
		Service Brakes	26311 CVC				

SERVICE AND OTHER EQUIPMENT

		Flashlight			Hydraulic Jack
		Wrecking Bar (Large Pry Bar)			Tire Changing Equipment
		Six (6) 30-Minute Flares or 6 Reflectorized Cones, Min. 12" Ht.			Rubber Mallet / Hub Cap Tool (Classes A and B)
		Trash Cans & Absorbent (4 Gallon Minimum)			Lockout Tools (Classes A and B)
		Shop Rags or Paper Towels			Motorcycle Straps (Class A)
		Shop to Truck Communications (Cell phones / 2-way radio)			Sledge Hammer (Classes B, C, and D)
		Approved Fuel Containers (Classes A and B)			Tool Kit
		Booster Battery or Hot Box			Reflective Safety Attire

TOWING EQUIPMENT

		Manufacturer Rating Plates			Wrecker Controls
		Controls Labeled			Throttle Control (if Equipped)
		Wrecker Boom Assembly			Hydraulic Rams, Hoses, Valves
		Wheel Lift Assembly			Cable Sheaves
		Body and Towing Equipment Mounting Bolts			Recovery Chain
		Winch Rating:	Boom Capacity:		

WHEEL LIFT

		Pivot Pin			"L" Arms
		Wheel Lift Tie Down Safety Straps or Chains			Claw

CONVENTIONAL

		Tow Sling Assembly (Check for bent inner tubes)			Sling Pads

CAR CARRIER

		Carrier Bed Frame			Bed Safety Lock
		Bed Hinges			Slide Pads
		Loading Bridle			

COMMENTS

INSPECTED BY *(NAME & I.D. NUMBER)*	DATE	TOW OPERATOR'S SIGNATURE

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STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

TOW TRUCK INSPECTION GUIDE

CHP 234B (Rev. 3-15) OPI 061

TOW TRUCK EQUIPMENT SPECIFICATIONS *(By Class)*

P	F	CLASS A	P	F	
		Minimum 14,000 Pound GVWR Chassis			Tow Sling "Minimum" 3,000 Pounds (if equipped)
		4-Ton Boom Rating			Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks
		One 4-Ton Snatch Block			Two (2) Safety Chains 5/16" Alloy or OEM Specifications
		Tow Dolly (with wheel tie down straps)			Wheel Lift Rating - Extended 3,000 Pounds
		Steering Wheel Securement Device			Two (2) Crossbeams, (1) 4"X4"X60" and (1) 4"X4"X48"(Minimum)
		100' 3/8" 6 x 19 Wire Rope or OEM Specifications			
		CLASS A CAR CARRIER			
		Minimum 19,000 Pound GVWR Chassis			4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets
		50' 3/8" 6 x 19 Wire Rope or OEM Specifications			Adequate Crossbeams or Ramping Material
		Loading Bridle with J/T Hooks			
		CLASS A CAR CARRIER TWO VEHICLE			
		Minimum 23,500 Pound GVWR Chassis			4 Safety Chains 5/16" Grade 70 or Rated Nylon Straps w/Ratchets
		Loading Bridle with J/T Hooks			2 Safety Chains 5/16" Alloy/OEM Spec & Wheel Straps - Towed Veh
		50' 3/8" 6 x 19 Wire Rope or OEM Specifications			Adequate Crossbeams or Ramping Material
		Alloy/OEM Spec & Wheel Straps - Towed Vehicle			
		CLASS B			
		Minimum 33,000 Pound GVWR Chassis			Axle Covers/Caps
		16-Ton Boom Rating			Truck Hitch/Tow Bar with 7,000 Pound Rating (if equipped)
		150' 7/16" 6 x 19 Wire Rope or OEM Specifications			Two (2) - 4"x6"x48" Crossbeams (minimum)
		Safety Chains 1/2" Alloy or OEM Specifications			Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks
		Two 8-Ton Snatch Blocks			Wheel Lift Rating - 10,000 Pounds Retracted / 8,000 Pounds Extended
		Air Brakes or Hydraulic W/Air Hookup Package			Under Lift/Fork Adapters w/Tie-Down Straps or Chains
		Air Hoses and Fittings			Safety Tie-Down Chains and Binders
		Steering Wheel Securement Device			Aluminum Tow Angles (Minimum 2)
		CLASS B CAR CARRIER			
		Minimum 33,000 Pound GVWR Chassis			4 Safety Chains 5/16" Grade 70 or OEM Specifications
		50' 3/8" 6 x 19 Wire Rope or OEM Specifications			2 Safety Chains = 5/16" Alloy/OEM Spec & Wheel Straps for Towed Vehicle
		Loading Bridle with J/T Hooks			Adequate Cross Beams or Ramping Material
		Steering Wheel Securement Device			
		CLASS C			
		Minimum 52,000 Pound GVWR Chassis			Tow Chains 5/8" Grade 70 or OEM Specifications
		25-Ton Boom Rating			Two (2) 4"x6"x48" Crossbeams (Minimum)
		200' 5/8" 6x19 Wire Rope or OEM Specifications			Pintle Hook
		Two (2) Safety Chains 5/8" Alloy or OEM Specifications			Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended
		Two 12-Ton Snatch Blocks			Under Lift/Fork Adapters w/Tie-Down Straps or Chains
		Air Brakes W/Air Hookup Package			Aluminum Tow Angles (Minimum 2)
		Air Hoses and Fittings			Safety Tie-Down Chains and Binders
		Steering Wheel Securement Device			Truck Hitch/Tow Bar 12,000 Pound Rating (if equipped)
		Axle Covers/Caps			Tow Sling 12,000 Pound Rating (if equipped)
		CLASS D			
		Minimum 54,000 Pound GVWR Chassis			Tow Chains 5/8" Grade 70 or OEM Specifications
		35-Ton Boom Rating			Two (2) 4"x6"x48" Crossbeams (Minimum)
		250' 3/4" 6x19 Wire Rope or OEM Specifications			Pintle Hook
		Two (2) Safety Chains 5/8" Alloy or OEM Specifications			Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended
		Two 12-Ton Snatch Blocks			Truck Hitch/Tow Bar 20,000 Pound Rating (if equipped)
		Air Brakes W/Air Hookup Package			Aluminum Tow Angles (Minimum 2)
		Air Hoses and Fittings			Safety Tie-Down Chains and Binders
		Steering Wheel Securement Device			Tow Sling with 20,000 Pound Rating (if equipped)
		Axle Cover/Caps			Under Lift / Fork Adapters w/Tie-Down Straps or Chains

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS *(Refer to HPM 81.2, Chapter 7, Annex B)*

FRONT AXLE WEIGHT (FAW), UNLADEN	WHEEL BASE (WB), IN INCHES	OVER HANG (OH), IN INCHES

FORMULA

1/2 FAW: x WB: ÷ BY OH: = MLC:

CLASS OF VEHICLE BASED ON THE MLC

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Appendix 3 – Rates and Fees

A. City Standard Charge Rates

The City establishes the rates for all services charged by Tow Providers for City-initiated towing and storage. The schedule of rates charged by the Tow Provider is applicable to both City-Initiated Tow shall be available in the tow truck, and shall be presented, upon demand, to the person for whom the towing services are provided, their agent, or any representative of the City at the scene. The Tow Provider shall display, in plain view at all cashier stations, a sign as described in California Civil Code §3070(E) disclosing all current fees and charges for towing and storage services provided.

No lien for storage of an impounded vehicle may exceed authorized charges for the maximum period of storage allowed by applicable laws, including, but not limited to California Vehicle Code §§ 22851.3, 22851.6, California Civil Code §§ 3067-3074, and any other applicable statutes. The Tow Provider shall not charge any additional fees or amounts in excess of the amounts set forth in Rate book of City fees and charges maintained by the City Clerk.

A.1 Table - Fee Schedule

Fee Schedule		
Description	**Amount**	**Rate per**
Standard Tow Rate To Registered Owners		
Standard-duty Vehicle Urban Rate*	$231	Actual Amount
Standard-duty Vehicle Suburban Rate*	$243	Actual Amount
Medium-duty Vehicle Urban Rate*	$345	Actual Amount
Medium-duty Vehicle Suburban Rate*	$356	Actual Amount
Heavy-duty Vehicle Urban Rate*	$413	Actual Amount
Heavy-duty Vehicle Suburban Rate*	$424	Actual Amount
Hourly Rates To Registered Owners (in excess of 1st hour - .1 hour increments)		
Standard-duty Vehicle Urban Rate*	$231	Actual Amount
Standard-duty Vehicle Suburban Rate*	$243	Actual Amount
Medium-duty Vehicle Urban Rate*	$345	Actual Amount
Medium-duty Vehicle Suburban Rate*	$356	Actual Amount
Heavy-duty Vehicle Urban Rate*	$413	Actual Amount
Heavy-duty Vehicle Suburban Rate*	$424	Actual Amount
Payment to LTP for Tow Services		
Tow Rate 1 Service Payment – Urban Zones (4,5,6,7) Standard-duty Vehicle (under 9,500 GVW and unloaded)	$74	Tow
Tow Rate 1 Service Payment – Suburban Zones (1,2,3,8) Standard-duty Vehicle (under 9,500 GVW and unloaded)	$86	Tow
Tow Rate 2 Service Payment – Urban Zones (4,5,6,7) Medium-duty Vehicle (9,500 – 22,000 GVW and unloaded)	$188	Tow
Tow Rate 2 Service Payment – Suburban Zones (1,2,3,8)	$199	Tow

Medium-duty Vehicle (9,500 – 22,000 GVW and unloaded)		
Tow Rate 3 Service Payment – Urban Zones (4,5,6,7) Heavy-duty Vehicle (over 22,000 GVW and unloaded)	$256	Tow
Tow Rate 3 Service Payment – Suburban Zones (1,2,3,8) Heavy-duty Vehicle (over 22,000 GVW and unloaded)	$267	Tow

Supplemental Equipment and Service Fees		
Flat-bed Tow (if required)	$47	Vehicle
Dollies (if required)	$47	Incident
Labor or Stand-by (after first 30 minutes)	$19	15-Minute Increment
Mileage (after first 5 miles)	$5.50	Mile
Non-standard Mileage (over 5 miles)		
Standard-duty Vehicle	$5.50	Mile
Medium-duty Vehicle	$13.75	Mile
Heavy-duty Vehicle	$19.25	Mile
Storage		
Daily – Standard-duty Vehicle (includes Pedicab)	$65	Day
Daily – Medium-duty Vehicle	$98	Day
Daily – Heavy-duty Vehicle	$132	Day
1st Day Hourly – (24 hours or less – maxes out at daily rate)	$6.00	Hour
Gate Fee (after hours fee, inclusive of labor)	$50	Incident
Notification of Stored Vehicle	$25	Vehicle
Lien Fees		
Lien 1 Processing; Initiation (<=$500)	$35	Vehicle
Lien 1 Processing; Lien Clear (<=$500)	$35	Vehicle
Lien 2 Processing; Initiation ($500<x<=$4,000)	$35	Vehicle
Lien 2 Processing; Lien Clear ($500<x<=$4,000)	$35	Vehicle
Lien 3 Processing; Initiation (>$4,000)	$50	Vehicle
Lien 3 Processing; Lien Clear (>$4,000)	$50	Vehicle
Lien Sale Service Fee	Entered	Vehicle
Lien Sale Amount	Entered	Vehicle
Lien Package Replacement	$10	Vehicle
Tow Dispatch Contractor Fee		
Dispatch Fee	$22	Vehicle
City Administrative Fees		
Per Vehicle Franchise Fee*	$135	Vehicle
Tow/Impound Cost Recovery Fee (TICR)	$115	Vehicle
Repossessed Vehicle Release Fee	$15	Vehicle
Vehicle Lien/Forfeiture Proceeds Share	Variable	Vehicle
Parking Citation Fees and Fines	Variable	Vehicle
City Vehicle Tow Fees		
Police/City Vehicle Tow, Service Calls, Misc. Towing**	$40	Vehicle

Invalid Tow	$40	Vehicle
Vehicle Transfer/Relocate	$36	Vehicle
Vehicle Abatement	$35	Vehicle
Police/City Evidence/Waived Storage Days	$10	Vehicle
Police/City Invalid Tow/Waived Storage Days	$10	Vehicle
Standard Duty Drop Fee	$12	Vehicle
Medium Duty Drop Fee	$30	Vehicle
Heavy Duty Drop Fee	$42	Vehicle
Police/City Vehicle/Evidence/Invalid Tow/Transfer/Relocate Mileage (after first 5 miles)	$2	Mile

*Per-Vehicle Franchise Fee authority: By authority of California Vehicle Code Section 12110(b), the City may require a fee in connection with the award of a franchise for towing services. Fees may not exceed the amount necessary to reimburse the City for its actual and reasonable costs incurred in connection.

**Towed City vehicles will be charged at the rate listed above. The City will be charged the City Tow Rate for service calls; for example, flat tire changes and gasoline refill. The City will be charged the City Tow rate for miscellaneous towing; for example vehicle parts, bicycles, safes.

A-2 Revenue Collected by the LIP for the City upon Vehicle Release or Sale

Revenue Collected by the LIP for the City upon Release or Sale of Vehicle		
Description	**Amount**	**Rate per**
Parking Citation Fees and Fines	Variable	Vehicle
Repossessed Vehicle Release Fee	$15	Vehicle
Tow/Impound Cost Recovery Fee	$115	Vehicle
Vehicle Lien/Forfeiture Proceeds Share	Variable	Vehicle

B. LTP/LIP Payment Rates

Tow and storage rates are intended to provide fair and reasonable compensation to LTPs and LIPs, and to ensure that the City pays competitive prices for the services it receives.

Payments between the City and Tow Providers are intended to remain current and fully reconciled. LIP will not pay LTPs for tow services directly; the City or its agents will pass-through payments for all tow services. Payments will be collected from the LIPs and disbursed to the LTPs.

- For each vehicle towed, the LTP is due for Tow Services from the City (the pass-through payment collected from the LIP).
- For each vehicle impounded, the City is due for Tow Services (the pass-through payment to be disbursed to the LTP) and a per-vehicle Franchise Fee from the LIP.
- At vehicle release, the City is due fees collected by the LIP from the Registered Owner.
- At vehicle sale, the City is due fees and other revenue collected by the LIP as is available from proceeds.

B-1 Payment to LTP from City or designee for Tow Services (Pass-through from LIP)

Payment to LTP from City for Tow Services		
Description	**Amount**	**Rate per**
Tow Rate 1 Service Payment – Urban Zones (4,5,6,7)	$74	Vehicle
Tow Rate 1 Service Payment – Suburban Zones (1,2,3,8)	$86	Vehicle
Tow Rate 2 Service Payment – Urban Zones (4,5,6,7)	$188	Vehicle
Tow Rate 2 Service Payment – Suburban Zones (1,2,3,8)	$199	Vehicle
Tow Rate 3 Service Payment – Urban Zones (4,5,6,7)	$256	Vehicle
Tow Rate 3 Service Payment – Suburban Zones (1,2,3,8)	$267	Vehicle
Labor or Stand-by (after first 30 minutes)	$19	15-Minute Increment
Dollies or Flat-bed	$47	Incident
Drop Fee	$12	Incident
Mileage (after first 5 miles)	$5.50	Mile

B-2 Payment to City or designee from LIP for Tow Services (Pass-through to LTP)

Payment to City from LIP for Tow Services		
Description	**Amount**	**Rate per**
Tow Rate 1 Service Payment – Urban Zones (4,5,6,7)	$74	Vehicle
Tow Rate 1 Service Payment – Suburban Zones (1,2,3,8)	$86	Vehicle
Tow Rate 2 Service Payment – Urban Zones (4,5,6,7)	$188	Vehicle
Tow Rate 2 Service Payment – Suburban Zones (1,2,3,8)	$199	Vehicle
Tow Rate 3 Service Payment – Urban Zones (4,5,6,7)	$256	Vehicle
Tow Rate 3 Service Payment – Suburban Zones (1,2,3,8)	$267	Vehicle
Dollies or Flat-bed	$47	Incident
Drop Fee	$12	Incident
Mileage (after first 5 miles)	$5.50	Mile

B-3 Payment to City or designee from LIP upon Vehicle Impound – Franchise Fee

Payment to City from LIP upon Vehicle Impound		
Description	**Amount**	**Rate per**
Per Vehicle Franchise Fee	$125	Vehicle

Per-Vehicle Franchise Fee authority:
By authority of California Vehicle Code Section 12110(b), the City may require a fee in connection with the award of a franchise for towing services. Fees may not exceed the amount necessary to reimburse the City for its actual and reasonable costs incurred in connection with the towing program.

B-4 Payment to City or designee from LIP upon Vehicle Release or Sale

Payment to City from LIP upon Vehicle Release or Sale		
Description	**Amount**	**Rate per**
Parking Citation Fees and Fines	Variable	Vehicle
Repossessed Vehicle Release Fee	$15	Vehicle

Tow/Impound Cost Recovery Fee (TICR)	$115	Vehicle
Vehicle Lien/Forfeiture Proceeds Share	Variable	Vehicle

Tow/Impound Cost Recovery Fee authority:
By authority of California Vehicle Code Section 22850.5, the City may impose a charge equal to its administrative costs relating to the removal, impound, storage, or release of impounded vehicles.

B-5 Payment to Tow Dispatch Contractor from LTP upon Completed Tow

Payment to Dispatch Contractor from LTP		
Description	**Amount**	**Rate per**
Police-Initiated Tow Dispatch Fee	$22	Vehicle
Non-Preference ("Private Tow") Tow Dispatch Fee	$22	Vehicle

For each vehicle dispatched, the LTP will be responsible for paying the Tow Dispatch Contractor's Tow Dispatch Fee. Fees due to the Tow Dispatch Contractor will be reduced from the City's payment to the LTP for LTP tow services rendered. Fees collected as a pass through from the LIP for tow services rendered by LTPs.

Appendix 4 – Contract Violations

If a contracted company (LTP/LIP) and/or employee fails to comply with the operational requirements of the RFP, Tow Contract, SDPD Managed Towing Operations Manual and all laws and regulations, the SDPD Tow Administration Sergeant or the City of San Diego may take action as deemed appropriate, in accordance with the terms and provisions of the Contract and state law. The list below provides disciplinary actions for non-compliance and are not all inclusive.

Area	Non-Compliance	City Action
Device/Radio	No devices logged in	Warning; potential suspension from qualified list of Tow Truck Drivers for continued violations
Device/Radio	False on-site (aka: "10-97", "97", "on location") entry	Warning; potential suspension from qualified list of Tow Truck Drivers for continued violations
Device/Radio	False clear tow (aka: 10:98) entry	Warning; potential suspension from qualified list of Tow Truck Drivers and/or termination of Contract for excessive instances of this violation
Equipment/Safety	Failure to use tow lights	Warning, traffic citation and/or potential suspension from qualified list of Tow Truck Drivers

Area	Non-Compliance	City Action
Equipment/Safety	Failure to properly secure vehicle to tow apparatus	Warning, traffic citation and/or potential suspension from qualified list of Tow Truck Drivers
Equipment/Safety	Failure to properly secure vehicle	Warning, traffic citation and/or potential suspension from qualified list of Tow Truck Drivers
Equipment/Safety	Use of excessively worn tow cables, chains, straps to recover and/or tow vehicles	Warning, potential suspension from qualified list of Tow Truck Drivers and/or termination of Contract for excessive instances of this violation
Equipment/Safety	Use of a tow truck that has safety violations/excess wear on its components	Warning, traffic citation and/or potential suspension from qualified list of Tow Truck Drivers; truck shall be removed from service until violations are verified as corrected
Equipment	Failure to have all tools and tow equipment as defined by CHP and or local regulations	Warning; potential suspension from qualified list of Tow Truck Drivers and/or termination of Contract for excessive instances of this violation
Equipment	Expired or missing vehicle registration	Traffic Citation and/or potential suspension from qualified list of Tow Truck Drivers
Personal Conduct	Misuse of device/radio	Warning; potential suspension from qualified list of Tow Truck Drivers and/or termination of Contract for excessive instances of this violation
Personal Conduct	Failure to follow instruction from authorized personnel at impound facilities	Warning, potential suspension from qualified list of Tow Truck Drivers and/or termination of Contract for excessive instances of this violation
Personal Conduct	Inappropriate language while working	Warning; potential suspension from qualified list of Tow Truck Drivers for excessive instances of this violation
Personal Conduct	Violations of local smoking restrictions	Warning; potential suspension from qualified list of Tow Truck Drivers for excessive instances of this violation
Personal Conduct	Failure to attend classes/ seminars/instructional meetings as required	Warning; potential suspension from qualified list of Tow Truck Drivers for excessive instances of this violation

Area	Non-Compliance	City Action
Personal Conduct	Unauthorized Double loading.	Warning; potential suspension from qualified list of Tow Truck Drivers and/or termination of Contract for excessive instances of this violation
Personal Conduct	Failure to follow Officers direction on scene.	Warning; potential suspension from qualified list of Tow Truck Drivers and/or termination of Contract for excessive instances of this violation
Personal Conduct	Passing/Reassigning a call to another TTO after accepting it	Warning; potential suspension from qualified list of Tow Truck Drivers and/or termination of Contract for excessive instances of this violation
Administrative	Failure to properly and accurately complete necessary paperwork and provide it timely	Warning; potential suspension from qualified list of Tow Truck Drivers and/or termination of Contract for excessive instances of this violation
Personal Conduct	Uniform violations	Warning; potential suspension from qualified list of Tow Truck Drivers for excessive instances of this violation

The basic progression for City action is outlined below and may be applied to individual drivers by suspending them from the qualified list of Tow Truck Divers or a Tow Provide as a whole by suspending or terminating the Contract. The City's action will be based on the type, severity and/or number of violations.

Verbal warning: these typically pertain to following program policy and guidelines and would be given for non-safety or non-legal issues. While a formal notice would not be sent to the violator, the Tow Administrator may keep such informal records in a file for tracking and performance purposes.

Written Warning: for multiple or repeated violations pertaining to program policy and guidelines. Minor safety and equipment violations may warrant a written warning. When applicable, the City may issue a traffic citation in lieu of or in addition to a written warning.

Suspension: driver and company suspensions can be issued for repeat offenders and offences, multiple and/or major safety violations, citations, personal conduct and some legal issues.

Termination: driver and company termination can be issued for major safety violations, legal issues, as well as for violations with prior written warnings. Drivers or Companies who have multiple written warnings and/or suspensions may be subject to termination.

Nothing shall preclude the City from taking the appropriate enforcement or administrative action for any violations of law.

Nothing from above shall be deemed to prohibit the City from immediately suspending or terminating a driver and/or Company for cause or convenience.

Appendix 5 – Map of Tow Zones and Beats

