

WARNERS

SANTA ANA POLICE DEPARTMENT ROTATIONAL TOW POLICY

GUIDELINES AND REQUIREMENTS

(Effective July 1, 2003)

The following is the Santa Ana Police Department's policies and guidelines concerning tow companies that desire to be placed on the police rotation list for calls for service. These guidelines are issued by authority pursuant to Santa Ana Municipal Code § 32-107.

Sec. 32-107 Towing operation guidelines; rotational list; authority of the chief of police to promulgate written guidelines.

In order to provide a workable and comprehensive policy regarding the towing and/or storage of abandoned, disabled, stored or impounded vehicles from public or private property, the chief of police is hereby authorized to promulgate and issue, by general order, and amend, if necessary, written rules and regulations governing the following but by no means exclusive subjects:

- (a) Establishment of a rotational list of towing operations;
- (b) Requirements and standards for placement on the rotational tow list;
- (c) Requirements and standards for continued placement on the rotational tow list;
- (d) Grounds for, and procedures governing, removal from the rotational tow list; and
- (e) Any other pertinent and relevant matters pertaining to the administration of a rotational tow list.

Such rules and regulations shall have the force and effect of law, and the failure to obey same shall be deemed a violation of the provisions of this article for purposes of renewal, suspension or revocation of placement on the rotational tow list.

SECTION A: OBJECTIVES

To provide a workable and comprehensive policy regarding towing of disabled, stored and impounded vehicles when:

- 1. The owner or driver has requested a specified garage or tow service.
- 2. The owner or driver is unable or fails to specify a tow service or garage.
- 3. Hazardous situation exists that renders any request by a driver or owner impractical.
- 4. A police officer requests a towing service for the purpose of storing or impounding a vehicle and the owner or driver is not present or not consulted or there is an arrest.

5. The police department requires the aid and assistance of towing services in the performance of its traffic control duties, including its response to and investigation of vehicular accidents.

SECTION B: POLICY

1. Whenever the driver or owner specifies a particular club, association or tow service to care for his vehicle, the garage or tow service requested shall be called and such calls shall not constitute a rotational call.
2. When a driver does not specify a particular garage or tow service, the garage or tow service called shall be taken from the rotation list in the proper order. When more than one vehicle is to be towed from an accident scene and the drivers do not specify a preference, the rotation list shall be followed on the basis of one for one in proper rotational order. Rotation shall be considered on the basis of single vehicle rather than single accidents.
3. If the eligible tow service is not available at the time that the police dispatcher attempts contact, it shall be passed over and it shall not be eligible until the tow service again comes up on the rotation list.
4. Upon receipt of the required application materials by the following tow companies for consideration for placement on the rotation list effective July 1, 2003, and approval by the Chief of Police, the initial rotation of tow companies shall be as follows:
 - A. A&P AUTOMOTIVE
 - B. SANTA ANA TOWING
 - C. BEN WARNER'S GARAGE
 - D. TOM'S TOWING
 - E. BLUEBIRD TOWING
 - F. CALDWELL TOWING
 - G. J & R TOWING
 - H. CALIFORNIA TOWING
5. The rotation list shall be used on occasions where an officer stores or impounds a vehicle and the driver or owner is not consulted or is not present.
6. All employees of the police department are specifically prohibited from soliciting for or recommending any garage or tow service either directly or indirectly. All officers are directed to ascertain from the party in charge of the vehicle as to their preference of a towing agency. A request of "No preference" by an officer will result in a call to the towing company that is next up on the rotation list.
7. All officers requesting a towing truck from the rotational list for the towing, storing or impounding of a vehicle shall fill out completely a Santa Ana Police Department storage/impound form. The Santa Ana Police Department storage/impound form shall be signed by both the officer and the driver of the towing truck. A copy of the Santa Ana

Police Department storage/impound form shall be given to the towing truck driver prior to the vehicle being towed from the scene.

SECTION C: CONDITIONS FOR PLACEMENT ON THE ROTATIONAL TOW LIST

Business concerns or individuals doing business as towing services will be accepted for placement on the rotational tow list, subject to the discretion of the Chief of Police based on city needs, resources and requirements, under the following conditions:

1. The person or concern requests in writing to the Chief of Police placement on the rotational tow list.
2. The tow service is available on a 24-hour, 7-day-a-week basis and the area of availability of such service includes the entire City of Santa Ana. Towing service is required to have dispatching capabilities to their trucks/drivers 24 hours per day.
 - (a) The storage facility and City of Santa Ana towed vehicles shall be made available to Santa Ana Police Department personnel on a 24-hour, 7-day-a-week basis.
3. Provisions are made for adequate security of vehicles and the property in them at the place of storage of disabled and stored vehicles.
 - (a) Specifications and requirements for the storage/impound lots are under the authority of the Planning Department of the City of Santa Ana and must be complied with for use of property.
 - (b) A security inspection will be conducted by the Police Department to insure adequate access, lighting, and locking devices.
4. The person or concern doing business furnishes evidence of insurance which provides adequate protection of vehicles being towed and stored. Policy expiration dates and notice of cancellation shall be provided on a certificate of insurance with the **City of Santa Ana** listed as a certificate holder.
 - (a) The City of Santa Ana shall be notified by certified mail not less than 30 days before expiration or cancellation of said policies in effect.
 - (b) Each towing service shall indemnify and hold the City of Santa Ana, its officers, agents, or employees harmless from all claims, allegations of negligence, and demands of any description arising out of the performance of this agreement or any or any supplemental agreement to the extent that such claims or demands are alleged to be the result of an error, omission, intentional act, or negligent act of each towing service, or any persons employed by each towing service, even if those employees of each towing service are in error or by misinformation alleged to be a City of Santa Ana employee. Claims hereby covered shall include, but are not limited to any loss, damage or break-ins to automobiles while under each of said towing service custody or control and claims hereby covered shall also include allegations that the procedures utilized in towing, storing and /or selling vehicles do not comply with statutory requirements. Each of said towing services shall also reimburse the City of Santa Ana for reasonable costs, including costs of investigation, attorney's fees and court costs, incurred in defending the City of Santa Ana or of its officers, agents and employees against any claim which alleges, in whole or in part, to be the result of such error, omission, intentional act, or negligent act.

- (c) The towing service shall be held accountable for all personal property, vehicle accessories, together with the vehicle stored within its storage facility. The City of Santa Ana, its officers, agents, and employees shall be relieved of all responsibility.
5. It is expressly understood and agreed that in the furnishing of all labor and equipment and in the performance of all work under these guidelines that each towing service is acting as an independent contractor and not as agents, servants or employees of the City of Santa Ana.
 6. Tow truck operators shall demonstrate sufficient ability to insure safe and proper disposition of their service responsibility. Such tow truck operators shall possess a proper class of driver's license according to the California Vehicle Code.
 7. Towing company shall comply with the California Vehicle Code Section 10652 in reporting the storage of vehicles over 30 days.
 8. The person or concern maintains records of tow services furnished, to include a description of vehicles, nature of service, time and location of call.
 9. Adequate impound space is provided to accommodate a minimum of four (4) vehicles held as evidence for the purpose of processing for physical evidence
 - (a) Impound space shall be protected by an enclosure consisting of four walls, a roof and a door with a locking device for protection from the elements of weather and other forms of contamination.
 - (b) Protection shall also be provided to preclude contamination by employees and other individuals during normal business hours.
 10. Adequate storage space is provided to accommodate stored and disabled vehicles resulting from police calls for towing services. The storage facility must be of sufficient size to accommodate all stored or impounded vehicles. The lot shall conform with land use specifications set forth by the City of Santa Ana. All stored, impounded and disabled vehicles must, immediately from time of pickup, be put into a fenced storage lot and remain inside a storage lot until released or otherwise disposed of.
 11. On accident calls, each tow service shall clean up and remove all debris from the accident scene as required by the Santa Ana Police Department.
 12. Each towing service shall have at least four (4) Tow trucks and at least one of these four shall be heavy duty capacity. All tow trucks shall be at least one ton and dual wheeled. Each towing service should also have at least one flat bed truck equipped to load and off load vehicles.
 13. Each tow truck shall be equipped with a dolly and with a two-way radio or telephone.
 14. Tow and storage rates shall be posted in each tow truck and conspicuously posted in public view in the office of the towing service in accordance with California Civil Code Section 3070 (17" x 22" – with 1" letters). A copy of the tow and storage rates and any revisions thereafter shall be furnished to the Santa Ana Police Department, Traffic Section. The rates will be subject to review and must be approved by the Chief of Police or his representative.
 - (a) Upon receipt and review of tow and storage rates, the Chief of Police shall establish a maximum amount as to tow rates to be used by all rotational tow list

companies. The maximum amount as to tow rates shall be determined by using the average tow fee allowed by the California Highway Patrol (CHP), Orange County Bureau. Tow companies shall submit their fees and rates and said rates shall be approved as long as they do not exceed the maximum amount. Said rates may be adjusted annually unless an adjustment to rates is approved more frequently by the CHP.

- (b) Any additional labor and service fees shall be submitted using the CHP model of submission. Fees shall be reasonable and not in excess of those rates charged for similar services provided in response to requests initiated by any other public agency or private person. The Chief of Police reserves the right to establish a ceiling of said rates.
15. Towing services that are placed on the rotation list shall be located within the corporate city limits of Santa Ana, and shall possess a valid City of Santa Ana business license. Towing services shall obtain an annual transportation permit when the combination of vehicles towed exceeds the height, weight and length limitations as described in the California Vehicle Code. Towing services may also have a storage lot that is located within a five-mile radius of the city limits. This facility shall be used only for the storage of abandoned and derelict vehicles. All impounded and other stored vehicles will remain in the storage lot located at the office site within the corporate city limits of Santa Ana.
- (a) There shall be no charge for additional distance traveled to or from a secondary location. The vehicle and personal property shall be released at the primary storage facility upon request of the owner.
16. Towing services that are placed on the rotational tow list shall follow the following procedures regarding police impounds and release of vehicles:
- (a) When a vehicle has been impounded (a hold placed) by the Santa Ana Police Department, the vehicle will be stored within the city limits in an authorized storage facility.
 - (b) All vehicles impounded for CVC 10751 shall be placed in an area of the impound lot that will make vehicle inspections accessible to auto theft investigators. This requirement is necessary for the first ten (10) days of the impound.
 - (c) The vehicles will not be released, sold, or dismantled until a signed release has been obtained from the Santa Ana Police Department. The signed release form will be kept by the towing company as proof of authority for the release.
 - 1. The release forms will indicate they are from the Santa Ana Police Department. Signatures on the release forms will be only signatures of police supervisors that are responsible for the affected division of the police department. The name of the person the vehicle is being released to shall also be included on the release form.
 - 2. Upon request by the towing service for release for lien sale written authorization for release will be mailed to the requesting towing service.
 - (d) Recovered/stolen vehicles which are stored by this department will be released to the victim/owner by the tow company with proof of ownership. No release will be required from the Santa Ana Police Department.

1. Recovered/stolen vehicles which the officer determines require further investigation will be impounded under authority of CVC 22655.5 with a hold placed. The impound box will be marked along with an explanation in the narrative.

(A) These vehicles will not be released until the victim obtains a release from the Santa Ana Police Department.

2. If the owner of the vehicle is unable to prove ownership to the tow agency, they will be referred to the Santa Ana Police Department. A release will be issued once ownership is established.

(e) When a vehicle is impounded, the towing company will place the word "hold" or other similar notation on the windshield of the vehicle. This is to minimize unauthorized contact with the vehicle and provide a measure of control preventing inadvertent release.

1. The responsibility for determining and placing the word "hold" or other similar notation on the windshield of the vehicle will be that of the tow truck operator at the time he gains possession of the vehicle. His signature on the Santa Ana Police Department storage/impound form will be his acknowledgment that he has noted the type of report as marked by the police officer.

(f) The towing company will release the vehicle to the owner with no fees whenever a vehicle is impounded as evidence under CVC 22655.5 and the owner is determined not liable for the towing and storage charges per CVC 22655.5. In these instances, which will be determined by the police department, the tow company will bill the City of Santa Ana and hereby agree to bill only for the tow fees and a maximum of seven (7) days storage.

(g) If the police department inadvertently and/or erroneously impounds or stores a vehicle, or fails to properly notify the owner, the administrative traffic hearing officer will conduct an investigation when the situation arises. If the traffic hearing officer determines that the police department is at fault, the towing company will release the vehicle upon his request and waive all charges.

17. SAPD ROTATIONAL TOW COMPANY MINIMUM INSURANCE REQUIREMENTS:

(a) General liability insurance:

Commercial general liability insurance covering third party liability risks, including without limitation contractual liability, in a minimum amount of \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury, and property damage and a \$2,000,000.00 aggregate limit. This insurance policy must provide for the payment of attorney fees, and payment of actual damages from successful litigation against the City, as a result of errors or omissions in the operation or management of the towing company.

(b) Auto liability insurance:

The minimum bodily injury and property damage insurance requirement for all tow trucks shall be \$1,000,000.00.

(c) Uninsured motorist insurance:

Legal minimum, combined single limit. (Same amounts as auto liability insurance listed above.)

(d) On-hook insurance: (CHP required amounts):

Insuring the vehicle in tow with limits based on the size of the tow truck.

Class A Tow truck-GVW 10,000-19,500	\$25,000
Class B Tow truck-GVW 19,500-33,000	\$50,000
Class C Tow truck-GVW 33,000-50,000	\$100,000
Class D Tow truck-GVW 50,000-HIGHER	\$100,000

(e) Garage liability insurance:

Garage liability includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$1,000,000.

(f) Garage keepers liability:

Garage keepers liability shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of the operator in the storage yard.

(g) Workers' Compensation insurance:

Legal minimum requirement as required by the California Labor Code.

18. FEES-REIMBURSEMENT TO CITY

(a) Tow company shall pay to the City a fee in the amount of the actual and reasonable costs incurred in connection with the towing services. The fee shall be payable monthly to the City accompanied by a brief report calculating the monthly fee and a written statement signed by the tow company certifying the accounting is correct. The monthly report shall identify in detail the official police tow services performed, and shall set forth the basis for the tow services from calculation of the monthly fee payment. Upon payment of the fee, the Company shall make applicable financial records available for audit.

What about regular SAPD forms

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(b) The tow company shall forward the collected fees to the City of Santa Ana Police Department not later than the 15th day of the month following the end of the previous month period. Failure to meet the deadlines will result in the collecting tow company, and may result in suspension and/or removal from the rotational tow list.

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(c) Exemptions from fees payable to the City of Santa Ana:

1. Vehicles towed that are City of Santa Ana owned vehicles;
2. Low value vehicles within the meaning of Vehicle Code §22670, §22851.2 and §22851.3.
3. Vehicles stored or impounded at the direction of the Santa Ana Police Department to be held for evidence.
4. In cases, where a vehicle is not a low value vehicle but nonetheless sells for below value at a lien sale, the tow company may seek a hardship waiver of the fee from the Santa Ana Police Department. Each submittal shall be

considered on a case by case basis. Proof of transaction of sale shall be required.

19. Each tow company applicant shall provide the following information:

(a) The name, date of birth, driver's license number, social security number, business and residence and residence address of the applicant, if a natural person, or if a corporation, its name, date and place of incorporation, address of its principal officers, together with their respective residence addresses; or if a partnership, association or unincorporated company, the names of the partners, or of the persons comprising such association or company, and the business and residence of each partner or person;

(b) A description of each tow truck or other vehicle proposed to be used by the applicant, together with engine identification numbers and state vehicle license numbers thereon;

(c) The names, date of birth, addresses and driver's license numbers of all tow truck operators employed by the applicant;

(d) The business, occupation, or employment history of the applicant for three (3) years immediately preceding the date of the application, including, if applicable, the business license while operating as a tow service;

(e) All criminal convictions or proceedings in which a plea of guilty or nolo contendere was entered, including vehicle code violations;

(f) Approval as a whole or as to any person or vehicle described shall be in the sole discretion of the Chief of Police.

20. The Chief of Police has designated the Traffic Commander to review any minor infractions committed by towing companies on the rotation list. The Traffic Commander may cause a towing company to be suspended for a period not more than 24 hours if deemed necessary.

(a) Minor infractions, include, but are not limited to:

1. Discourteous service
2. Unsafe or improper handling of stored or impounded vehicles
3. Deficient facility security
4. Deficient facility storage conditions
5. Failure to follow release procedures
6. Excessive delay in responding to a call

21. The following are conditions, the failure of which, could cause a 24-hour or longer suspension, and/or, removal from the rotation list. The Chief of Police may remove a tow company from the rotational tow list upon five (5) days written notice for any of the following conditions:

- (a) The person or concern under consideration for placement on the rotation list fails to comply with any one of the requirements of these guidelines.
- (b) Repeated or flagrant violations of the provisions of the California Vehicle Code by the drivers or owner(s) of the tow service.
- (c) Providing false or misleading information.

- (d) The tow service demonstrates a pattern of failure to answer calls or to respond to calls within a reasonable length of time (20 minutes) or to maintain clean and orderly storage facilities.
 - (e) When there is demonstrated an unwillingness to respond and/or pick up abandoned or derelict vehicles.
 - (f) Failure to remove towed vehicles from the street adjacent to tow facilities into the storage area in an expedient manner.
 - (g) Unprofessional conduct on the part of the tow service or its employees. Such conduct may be found where there are one or more founded complaints relating to dishonesty, discourtesy or other actions which ultimately have a negative bearing on the Santa Ana Police Department as determined by the Chief of Police.
 - (h) The tow company fails to provide or maintain in full force and effect the insurance coverage as required in these guidelines.
 - (i) Tow company fails to obtain a City of Santa Ana business license.
 - (j) Commission, by the owner or operator of the tow company, his agent or employee, of any unlawful, false, fraudulent, deceptive or dangerous act while conducting its towing operation business.
22. When a person or concern, suspended from the rotation tow list for 24 hours or longer, has again complied with the provisions of this order and the Santa Ana Police Department is satisfied that reinstatement of the tow service agreement will not result in continued violation of these regulations, such tow service may be restored to the rotation list.
23. Whenever a rotational towing application is denied or revoked, no new or other application from the same applicant shall be accepted within one year after such denial or revocation.
24. Placement on the rotational tow list is not assignable in whole or in part. Upon the sale or transfer of the ownership of the tow company, the tow company shall be removed from the rotational tow list subject to reapplication in accordance with these provisions.
25. The Chief of Police has the sole discretion to determine the number of companies on the rotation list by considering the number of calls for service, related departmental/city needs, resources, and requirements.

TOW COMPANY ACCEPTANCE

I certify that I have read and understand the guidelines and requirements for placement on the rotational tow list and agree to abide by all the provisions. I further agree to indemnify, defend and save harmless the City of Santa Ana, its officers, agents, and employees from any and all claims and losses accruing or resulting to the tow company in connection with the performance of it's duties in connection with placement on the rotational tow list, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the tow company in the performance of it's duties. The tow company, and the agents and employees of the tow company, in the performance of their duties, shall act in an independent capacity and not as officers or employees or agents of the City of Santa Ana.

Date: 6/3/03

WARNER TOW SERVICE
Tow Company

Burhaddin (RAYMOND) HASSAN
Tow Company Owner

618 G. Walnut St.
Business Street Address

San Jose, CA 95128
City, State, Zip Code

714 542 7241
Telephone Number

ALL DOCUMENTATION RECEIVED AND VERIFIED: _____

By: _____

APPROVED FOR PLACEMENT ON ROTATIONAL TOW LIST:

_____ dated this _____ day of _____, 2003.
Chief of Police, Paul M. Walters

REV 06-03