



CITY OF FULLERTON
POLICE DEPARTMENT
TOW POLICY GUIDELINES AND REQUIREMENTS

REVISED MAY 2019

CITY OF FULLERTON
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PURPOSE

The purpose of ~~this policy~~ the City of Fullerton's Police Tow Policy Guidelines and Requirements ("Policy") is to establish guidelines and requirements to efficiently manage and provide police-initiated towing ~~services~~ services that will be of mutual benefit to the public, the City of Fullerton Police Department, ~~("FPD")~~, and the towing companies providing ~~those services~~. This Policy shall apply to all tow service providers that have an agreement with the City of Fullerton for towing services. As used in this Policy, "tow service provider" and "tow service operator" refers to a tow company providing towing services to the City of Fullerton ("City") pursuant to an agreement between the towing company and the City.

GOALS

1. ~~(1)~~ To provide the highest level of service to the motoring public at a fair cost to the person(s) who require(s) the services of a towing company.
2. ~~(2)~~ To provide a workable and comprehensive policy regarding towing and/or storage of abandoned, disabled, stored or impounded vehicles from public or private property.
3. ~~(3)~~ To provide grounds for addressing relevant matters pertaining to the administration of a tow list and any other pertinent matters, including procedures governing disciplinary action, up to removal from the tow list for the tow service operators violating the contract.

TOWING SERVICES – ~~DEFINITIONS~~ DEFINED

1. ~~A/A~~ call for towing service, which is initiated by a City employee, for the purposes of storing or impounding a vehicle.
2. A call for towing service, which is initiated by a City employee, for the purposes of removing a vehicle which has been involved in a collision, and the owner or driver has not specified a tow service or garage.
3. A call for towing service, which is initiated by a City employee at the request of the driver of a disabled vehicle, and the towing service or garage is unspecified.
4. A call for clean up service, which is initiated by a City employee, for the purpose of removing fluids or solid materials from the highway, including sidewalk and parkway.
5. ~~The Tow Guidelines and Requirements shall apply to all tow service operators that are on contract with the City of Fullerton.~~

RESPONSE TO CALLS

1. Upon request by the ~~Fullerton Police Department (FPD)~~, the tow service operator shall respond promptly and provide towing services for vehicles to be taken into custody by the Police Department. ~~Such towing services shall include, but not be limited to, towing vehicles that are involved in accidents, disabled by other causes, impeding the flow of traffic, impounded for evidence, abandoned in public places or on private property, or for any other reason within the jurisdiction of the~~ Police Department FPD.

2. The tow service operator shall maintain sufficient numbers of properly equipped trucks and equipment to be able to respond to a FPD tow request to any location within the ~~city~~City within ~~fifteen (15)~~twenty (20) minutes. ~~Heavy Duty (Class C) and Super Heavy Duty (Class D) tow trucks shall respond within forty-five (45) minutes of FPD tow requests during Normal Business Hours and sixty (60) minutes after normal business hours. The tow service operator shall respond to a tow request with the class of tow truck requested by the FPD. If the tow service operator initially sends the incorrect class of tow truck or personnel that is not qualified to handle the requested tow, the tow service operator shall immediately provide the correct class of tow truck or appropriate personnel, and within the City limits same response times set forth herein if possible. If the tow service operator cannot send the replacement tow truck or personnel within the same 45-minute period, the tow service operator shall immediately notify the FPD of the same. As used in this Policy, "Normal Business Hours" means Monday through Friday, 8:00 AM to 5:00 PM.~~
3. When dispatched by the FPD, the tow service operator shall not remove any vehicles involved in a collision until authorized by the FPD.
4. The tow service operator agrees that its operators, employees and agents will only report to the scene of an accident or a disabled vehicle when summoned by the ~~law enforcement officer~~FPD or the person in control of the disabled vehicle.
5. In addition to removal of vehicles, the tow service operator shall remove, transport and dispose of all debris and fluids, including oil and gasoline, resulting from accidents in compliance with all applicable federal, state and local regulations concerning hazardous materials. ~~In the event a call to remove a disabled vehicle is received by the tow service operator, necessitating response prior to completion of site clean-up, the tow service operator shall clear the current site sufficiently to restore normal traffic movement before proceeding to the subsequent request. Any vehicles remaining shall be towed to the storage facility at the earliest opportunity.~~

~~In the event the tow service operator receives an additional call to remove a disabled vehicle that is interrupting traffic flow while an earlier call is being processed, the tow service operator shall clear the site specified in the prior call sufficiently to restore normal traffic movement and immediately proceed to the site specified in the additional call. Any disabled vehicle deposited or parked by the tow service operator at the site specified in any call shall be towed to storage at the earliest opportunity after the tow service operator has complied with the above provisions for restoring traffic movements at all specified sites.~~

6. If a tow service operator receives more than one call for service, the tow service operator shall prioritize additional calls as directed by the FPD.

- ~~6-7.~~ On any private property tows, the tow service operator shall ~~observe~~make note and notify the FPD of any damage to ~~City~~any property.

Abandoned Vehicles

Abandoned vehicles and private property tows**ABANDONED VEHICLES**

The tow service operator shall comply with all provisions of California Vehicle Code Section 22654~~section 22650 et seq. and 22658 et seq.~~during abandoned vehicle and private property tows. Failure to comply may result in disciplinary action up to or including termination of the contractoperator's agreement with the City.

FULLERTON MUNICIPAL CODE CHAPTER 3.74

Each tow service operator shall comply with Chapter 3.74 of the Fullerton Municipal Code.

TOWING SERVICE REQUIREMENTS

1. Each tow service operator shall render 24 ~~hour~~hours a day, 7 days a week towing service, and the service area shall include the entire city limits of Fullerton. ~~Towing companies shall respond to the scene within 15 minutes from the time when called by FPD personnel. The response time for a Heavy Duty (Class C) and Super Heavy Duty (Class D) vehicle tow may be up to 45 minutes.~~

~~The tow service operator agrees that its service, including the releasing of vehicles, will be available on a 24 hour, 7 days a week basis and that it will provide the Fullerton Police Department with a complete description of its towing operation for the City of Fullerton at the time it signs this Agreement. For any vehicle release during business hours, a person should wait no longer than 20 minutes to take possession of his/her vehicle after payment of fees. After business hours, a person waiting to take possession of his/her vehicle shall wait no longer than 30 minutes for response from the tow service operator.~~

2. Each tow service operator is required to have dispatching capability to ~~their~~its trucks/drivers 24 hours per day.
3. The tow service operator ~~on-call~~ will maintain a minimum of one driver on-duty at all times. ~~In addition, at least one driver will be on stand-by at all times.~~
4. ~~The tow service operator, or its employees, operators or agents shall not have any financial interest in any repair shop(s) to which private parties are referred by~~require that tow service operator, employee, operator or agent. The tow service operator is prohibited from requiring a vehicle be towed to any particular repair shop(s) and is prohibited from requesting or receiving).
- 4.5. The tow service operator shall not request or accept a fee from any repair shop(s) for towing a vehicle to that facility, or for a referral to that facility. Failure to comply with this paragraph will be grounds for immediate termination of the tow service operator's agreement with the City.
- 5-6. The tow service operator or its employees, operators or agents shall not engage in practices commonly referred to in the tow services business as "soliciting", "cruising" or "poaching".

CONTRACT TOW SERVICE OPERATORS

1. ~~All~~Each tow service ~~operators~~operator shall conduct ~~their~~its business in an orderly, ethical, business-like manner and use every means to obtain and keep the confidence of the motoring public.

2. ~~All~~Each tow service ~~operators~~operator shall be responsible for the acts of ~~their~~its employees while on duty, and for damage to vehicles while in their possession.
3. ~~All~~Each tow service ~~operators~~operator shall be responsible for the protection of police-impounded vehicles in its charge, regardless of the location of storage, until the vehicles have either been released to their ~~owner~~owners or disposed of through a legal process.
4. ~~Part of the tow service operator's responsibility is to keep current on~~Each tow service operator shall report, in writing, any damage to a vehicle during loading, transport, unloading or storage, as soon as practical, to the FPD Tow Coordinator and shall disclose, in writing, the damage to the owner not later than upon release of the vehicle to the owner or person retrieving the vehicle. The tow service operator shall obtain a signature from the person retrieving the vehicle acknowledging receipt of the notice and shall maintain a copy of the notice and acknowledgement in its records. Failure by the tow provider to disclose damage to the FPD Tow Coordinator and the owner of the vehicle will be grounds for termination of the agreement with the City.
- 4.5. Each tow service operator shall keep current on, and ensure compliance with, all laws and regulations associated with being a tow operator.
- 5.6. No contracted tow service operator shall be directly involved in the towing related business of any other towing service operator contracting with Fullerton or with a company providing private security service which havehas the power or duty to patrol or enforce parking regulations on private or public property.
- 6.7. ~~All~~Each tow service ~~operators~~operator shall comply with ~~Section~~Sections 9880.1 through 9884.17 of the California Business and Professions Code with regard to ~~unauthorized charges~~ or repair work on the vehicles in its charge and posting of notices.
- 7.8. ~~The~~Each tow service operator shall maintain a current/valid motor carrier permit and provide the FPD with a current copy. Failure to maintain a valid ~~copy~~permit will result in automatic suspension of all activity until a valid motor carrier permit is obtained.
- 8.9. ~~The~~Each tow service operator shall maintain current registration on all vehicles- used to provide services to the City. Each tow service operator must provide the FPD with a copy of valid registration for each vehicle in his/her/its fleet. Failure to maintain current registration on any vehicle will result in removing the vehicle from towing services for the City ~~of Fullerton~~ until valid registration is obtained.
- 9.10. ~~The~~Each tow service operator must maintain ~~the standard~~ current/ and valid insurance as required by the City ~~of Fullerton, as defined in the Request for Proposals document.~~ Auto. Automobile insurance must be maintained for each vehicle. ~~The insurance certificates must be provided to the FPD— Tow Coordinator.~~ The insurance certificates must be approved by the Risk Management Division. Failure to maintain current/ and valid insurance may result in suspension of all towing activities until current/ and valid insurance is obtained.
- 10.11. ~~The~~Each tow service operator is responsible for complying with all applicable federal, state, and local laws and regulations pertaining to a drug and alcohol free workplace. ~~The tow service~~

operator is required to have a drug and alcohol policy in writing, which must be distributed and made easily accessible to all of its employees. The tow service operator is required to provide a copy of its drug and alcohol free workplace policy to the FPD Tow Coordinator, and any changes to that policy shall be submitted in writing to the FPD Tow Coordinator. Failure to comply with the requirements of this ~~document~~Policy and the requirements set forth in the ~~contract agreement with the City~~ will be handled on a case-by-case basis and may result in suspension and/or termination from providing tow services in the City ~~of Fullerton~~.

~~11.12.~~ The~~Each~~ tow service ~~operators~~operator shall notify the FPD of any vehicles being towed or stored within the City pursuant to private party requests, ~~prior to leaving the City limits, or~~ within thirty (30) minutes of vehicle storage, whichever occurs first.~~removal in accordance with California Vehicle Code section 22658(m).~~

~~The tow service operator shall notify outside jurisdictions of any vehicles being towed or stored from that jurisdiction, prior to bringing the vehicles into the City of Fullerton.~~

~~12.13.~~ Notwithstanding any provision or language that might indicate to the contrary, in responding to a call from the FPD, the tow service operator shall have no claim against the City ~~of Fullerton~~ for the cost of its service rendered, but shall look solely to the owner of the vehicle transported. ~~No~~The City makes no representation ~~is made by the City of Fullerton~~ that such persons will be financially responsible.

~~13.14.~~ All personal property located within towed or stored vehicles shall be surrendered to the property owner upon request and upon presentation of proper identification and upon presentation of proper identification and upon presentation of the FPD Vehicle Impound Report, with a property release endorsement from the FPD, unless the vehicle is to be held for evidence.

~~14.15.~~ Any change in operating locations of a towing service provider shall be reported, in writing, to the FPD at least thirty (30) days prior to such change.

~~15.16.~~ Each ~~contract~~ tow service provider shall comply with Section 27907 of the California Vehicle Code ~~of the State of California~~ regarding signs on tow trucks to the satisfaction of the FPD Tow Coordinator. ~~Only Each tow trucks bearing the name of the towing service called provider shall be dispatched to the scene of need.~~

~~16.17.~~ All vehicles stored or impounded as a result of a tow ordered by the ~~City of Fullerton FPD~~ shall be towed directly to a towing service storage lot, unless the FPD or other person legally in charge of the vehicle requests that it be taken to some other location~~otherwise directed by the FPD.~~

TOW ~~YARD~~FACILITY REQUIREMENTS

General Requirements

~~All stored vehicles shall be stored and released from the tow service provider's office, which shall be located within a five (5) mile radius of Fullerton City Hall (303 W. Commonwealth Avenue, Fullerton, CA 92833).~~

~~Tow service storage lots shall be adequately fenced with gates locked and secured and reasonably well-lighted to maintain a maximum of security for stored and impounded vehicles. All storage lots must be inspected and approved by FPD.~~

~~1. Open area storage yard(s) shall~~ The tow facility shall comply with all requirements of the zoning and building codes Chapter 3.74 of the jurisdiction of the facility. Perimeter gates and fencing Fullerton Municipal Code.

~~4.2. The storage area shall not be maintained left open without an employee in close proximity to ensure maintain gate security and discourage prevent unauthorized access. The facility must be fenced with vertical fencing with a minimum height of six (6) feet measured from the ground level on either side.~~

~~2.3. There shall be adequate lighting to illuminate the entire storage/impound lot as well as all structures thereon. Evidence of compliance may be provided through photo metrics on a site plan. This compliance shall be presented to the FPD and Fullerton Planning Division, if requested. Lighting shall be directed so as not to interfere with neighboring uses. Sign~~ The tow service operator shall post sign(s) identifying the tow service business to the public. The sign(s) shall be visible and legible from the street during daylight and evening hours. A ring down line shall be provided at the tow yard/business office for direct ring to tow yard operator after hours.

~~3.4. Adequate~~ The facility shall contain adequate open storage space shall be provided to accommodate a minimum of 100 stored, impounded, and disabled vehicles resulting from police FPD calls for towing services. The minimum capacity of such a lot shall be not less than 100 vehicles, and said capacity shall be expressly for the purpose of storing Fullerton police tows. Tow service operators In addition, the facility must contain adequate space for storage of two (2) eighty (80) foot tractor-trailer combination trucks for up to seven (7) days and space for long term or evidence storage of one (1) such truck. Each tow service operator may have more than one lot in order to accommodate meet the 100 vehicles storage requirements. All storage lots must be within a five (5) mile radius of Fullerton City Hall and meet all facility requirements.

~~The FPD reserves the right to require any other security devices measures it deems reasonably necessary.~~

~~Any damage to fence and wall structures shall be repaired within 24 hours to ensure proper protection for the stored/impounded vehicles.~~

~~Prior to the utilization of a new storage facility, the tow service operator shall obtain the approval of the Chief of Police or his/her designee and furnish the new address thirty (30) days in advance for inspections.~~

STORAGE SECURITY RESPONSIBILITY

~~4.5. The tow service operator shall store all vehicles, together with all accessories and equipment on said vehicles, and all personal property in each vehicle, in storage facilities approved by the City of Fullerton for Official Police tow storage. Facilities utilized by the upon written notice to a tow service operator for Police tow storage must be located within a five (5) mile radius of Fullerton City Hall.~~

SECURITY RESPONSIBILITIES

1. Upon ~~The taking possession of a towed vehicle, the tow service operator shall be held accountable~~ assumes full responsibility for all personal property, vehicle accessories, together with the vehicle stored within and its storage facility contents. The City ~~of Fullerton~~, its officers, agents, and employees shall be relieved of any and all responsibility.
2. The tow service operator shall not remove personal property from a stored vehicle. ~~If the registered owner removes personal property from the stored vehicle~~ With approval of the FPD, the tow service operator shall maintain documentation of such and will release personal property from a stored vehicle at the request of the registered owner or agent pursuant to California Vehicle Code sections 22851(b) and 22651.07. The tow service operator shall provide a receipt to the registered owner or agent for the removed personal property, shall place a copy of the receipt in the stored vehicle, and shall keep a copy of the receipt for its records. The tow service operator shall immediately notify the FPD if any contraband, weapons or hazardous materials are found in the vehicle(s).

No vehicle ~~impound~~ impounded / stored at the direction of the FPD shall be released, sold, or dismantled without written approval ~~(signed release)~~ from the ~~Fullerton Police Department~~.
FPD

3. ~~Upon signing CHP Form No. 180, tow service operator assumes full responsibility for the vehicle and its contents.~~

EVIDENCE HOLD OR SPECIAL HANDLING REQUIREMENTS

- ~~The secured evidence hold area must be within the confines of the tow service provider's primary storage facility, within a five (5) mile radius of Fullerton City Hall.~~
1. ~~It is required that the tow service provider is able to~~ shall provide a ~~secured and~~ enclosed "evidence hold" area ~~at the primary storage facility.~~ The evidence hold area must contain four (4) walls, a solid roof, and a door with a locking device for protection from the elements of weather, and other forms of contamination. The bottom edge of the enclosed structure shall not be more than two (2) inches above the finished parking surface of the enclosed area.
 - ~~The bottom edge of the enclosed structure shall not be more than 2 inches above the finished parking surface of the enclosed evidence hold area.~~
 2. ~~This space must be~~ adequate to contain ~~space for~~ at least ~~one~~ seven (7) full-sized passenger ~~vehicle. Please note the FPD requires five (5) such evidence hold spaces~~ vehicles.
 3. Vehicles impounded by the FPD for special investigation shall be stored in evidence hold until cleared by the investigating officers, ~~at which time.~~ Once a vehicle has been cleared, the FPD will provide written notice to the tow service operator, which shall provide written notice to the vehicle owner of same. The tow service operator shall be permitted to provide the vehicle owner a 48-hour grace period at no charge from the date of delivery of the notice to the vehicle owner in which to remove the vehicle from storage. Under no circumstances shall contents of vehicles with a "Police Hold" be removed. at no charge.
 4. Under no circumstances shall contents of vehicles with an "evidence hold" be removed.

- 4.5. The evidence hold area shall provide ample room for vehicle inspection, free of restriction from other vehicles, equipment, structures, or other objects.
- 5.6. Structures shall have a hard floor of either concrete or asphalt.
- 6.7. Only items being held as police evidence shall be kept, placed, or stored in the "evidence hold" storage area. The "evidence hold" storage area and floor will be kept in a clean condition.
- 7.8. There must be adequate lighting and electrical power immediately available to the area.
- 8.9. The area shall be free of unauthorized pedestrian and vehicle traffic ~~during the inspection.~~
- 9.10. Vehicles with "evidence holds" shall not be touched, moved, or tampered with in any manner without the Fullerton Police Department's FPD's written consent.
- 10.11. Protection shall ~~also~~ be provided to preclude evidence contamination by employees and other individuals during Normal Business Hours.
- 11.12. A log shall be maintained to document date, time, name and purpose of all person(s) entering the storage area for vehicles with "evidence holds". This includes any employees entering the evidence hold area for any reason.
- 12.13. The tow service operator shall not charge the City for storage of vehicles that involve evidence ~~hold~~holds.

BUSINESS OFFICE

1. The tow service provider must have one ~~specific main~~ business office location within five (5) miles of Fullerton City Hall at which vehicles are released. ~~The tow service provider must be able to demonstrate experience and expertise with providing tow services to public agencies prior to the start of contract.~~ If telephones are the means of communication for receipt of calls from the FPD, tow service providers shall provide a list of telephone numbers to be called in order of priority, and immediately upon any change in such telephone numbers, or in the priority thereof, shall notify the FPD in writing with the effective date of the change.
2. ~~Each tow service provider shall have a staffed office within a five (5) mile radius of Fullerton City Hall.~~ The office shall be staffed with employees that can release vehicles, file and maintain documents, and answer questions from the public; ~~both~~ in person ~~and on~~, over the phone, and ~~or~~ electronically by e-mail.
3. The business office shall ~~include either the tow service operator or~~ have a person during all business hours who has the authority to conduct business and make ~~decision~~decisions on behalf of the tow service operator for administrative purposes and release of vehicles.
4. The office shall be staffed and open for business at a minimum of during Normal Business Hours (Monday through Friday, 8:00 AM to 5:00 PM). ~~—("Normal Business Hours").~~ Hours and charges shall be posted in plain view for the public ~~view in an unobstructed area both~~ inside and outside of the office. Signage shall not be less than 17" x 22" in size with 1" letters.

5. During ~~business hours~~Normal Business Hours, the tow service operator office staff shall release any vehicle, upon payment of fees, within twenty (20) minutes— of payment. After ~~business hours~~Normal Business Hours, tow service operator office staff shall release a ~~person waiting to take possession of his/her vehicle shall wait no longer than 30~~, upon payment of fees, within sixty (60) minutes of a person's arrival at the storage facility. A ring down line shall be provided at the business office for ~~response from~~direct ring to the tow ~~service~~yard operator after Normal Business Hours.
6. The towing service office shall ~~possess~~maintain a valid City of Fullerton Business License.

Business Office Staff

1. Employees of tow service operators ~~are to~~shall provide good customer service at all times.
2. Employees shall refrain from any acts of misconduct including, but not limited to, any of the following:
 - a. Rude or discourteous behavior.
 - b. Lack of service, selective service, or refusal to provide service which the operator is or should be capable of performing.
 - c. Any act of sexual harassment or sexual impropriety, gender, racial, or religious discrimination.

~~1) —All tow service operators shall comply with the following non-discrimination policy:~~

~~Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violations of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.~~

Charges for Towing and Related Services

1. ~~Initial Towing Fee~~The initial towing fee and ~~Daily Storage Charges~~daily storage charges shall be in compliance with California Vehicle Code ~~Section~~section 22658 and in accordance to the rates established ~~based by~~pursuant to Chapter 3.74 of the Fullerton Municipal Code.
2. Tow and storage rates, including the maximum daily storage charge, shall be posted conspicuously in public view, both inside and outside, in accordance with Civil Code ~~Section~~section 3070 (Not less than 17" x 22" —in size, with 4" letters at least 1" in height).
3. The tow service operator agrees to provide the following services ~~under this agreement to the City~~ at or below the rates established, and updated periodically, by City Council resolution in accordance with Chapter 3.74 of the Fullerton Municipal Code:

- Basic Tow/Flat Bed Tow
- Heavy Duty Tow
- Super Heavy Duty
- Inside Storage
- Outside Storage
- Storage of Trucks, Trailers, Buses
- Storage of Motorcycles
- Tow Dolly
- Dropped Drive Line
- Winching/Recovery
- Labor
- After Hours Release
- Street Clean Up After Accident (No Tow) – Hourly Rate
- Lock Outs/Extrication

4. With the exception of the basic tow rate, the preceding services are based on a 24-hour period. No charge or other fee shall be collected for a dry-run (i.e., when none of the above chargeable services are rendered by the tow service operator). ~~It will be the tow service operator's responsibility to collect its fees for services~~ under this rendered pursuant to its agreement with the City, and the City of Fullerton shall not be responsible in any way for such charges.
5. In the event the ~~Fullerton Police Department~~ FPD errs in impounding a vehicle, or for any other reason in the FPD's sole discretion concludes a vehicle should be released without any charges, ~~it shall be released immediately by~~ the tow service operator shall immediately release such vehicle without charge upon request by the FPD.
6. The tow service provider must honor "no charge" or "reduced charge" towing fee waivers at the request of the ~~Traffic Bureau Manager of the FPD.~~ FPD.
7. The registered owner of any vehicle that spills a fluid (except clear water) requiring a tow company to use absorbent may be charged the current clean-up rate by the tow service provider.
- 7.8. If hook-up or service has begun and is canceled by the vehicle owner/agent, or the FPD, charges owed (drop fee) shall be no more than one-half of the regular towing charge.

Charges for "Evidence Hold" Vehicles

1. The initial towing fee shall be billed to the registered owner of the vehicle.
2. Storage for evidence holds shall commence only upon notification by an authorized FPD officer.
- 2.3. All such vehicles shall be released from evidence as soon as practicable. The FPD will provide formal notification to the tow operator as to the effective date of release. Any storage occurring after such effective date shall be charged to the vehicle's owner(s) in accordance with scheduled rates.

~~3.4. If clean up at collision locations is requested and no~~Whenever a vehicle tow is being requestedheld for evidence, the tow service provider may charge the City for clean up at the agreed rate based upon hours verified by FPD will contact the FPD by the third calendar day of storage to confirm its status. Notification will be made to a supervisor in the appropriate division or bureau as indicated on ~~site~~the impound form.

Payment

~~Payment of cash or credit card with property identification will be accepted by the tow service operator on calls for any services provided. The tow service operator, when responding to other FPD ordered tows, will shall accept payment in the manner consistent of towing and storage fees in accordance with Section 3.74.060 of the Fullerton Municipal Code and Section 22651.1 of the California Vehicle Code Division 11, Chapter 10, Article 1, Section 22651.1 as shown below:~~

~~*Towing or Storage Charges: Payment 22651.1. Persons operating or in charge of any storage facility where vehicles are stored pursuant to section 22651 shall accept a valid bank credit card or cash for payment of towing and storage by the registered owner, legal owner, or the owner's agent claiming the vehicle. A person operating or in charge of any storage facility who refuses to accept a valid bank credit card shall be liable to the registered owner of the vehicle for four times the amount of the towing and storage charges, but not to exceed five hundred dollars (\$500). In addition, persons operating or in charge of the storage facility shall have sufficient funds on the premises to accommodate and make change in a reasonable money transaction.*~~

~~Credit charges for towing and storage services shall comply with Section 1748.1 of the Civil Code. Law enforcement agencies may include the costs of providing for payment by credit when agreeing with a towing or storage provider on rates.~~

TOW TRUCK DRIVERS

1. Drivers shall perform all towing and recovery services in the safest and most expedient manner possible.
2. The tow service operator shall ensure that drivers assigned to respond to City ~~of Fullerton~~ service calls are qualified employees, trained and proficient in the use of the tow truck and all related tow equipment, and able to apply the procedures necessary to safely tow and recover vehicles serviced under ~~this Contract~~the operator's contract with the City.
3. All ~~Drivers~~drivers assigned to respond to City ~~of Fullerton~~ service calls shall be:
 - Courteous to all persons contacted at any time during a City call for service
 - Awake and alert
 - Punctual
 - Able to speak and write English fluently and clearly

- Subject to a criminal history background records check to the reasonable satisfaction of the Chief of Police or his/her designee.
- Possess a valid California Driver's License (CDL) ~~(see 4 below)~~ and in immediate possession
- Not under the influence of alcohol, marijuana or any controlled substance
- No DUI convictions
- Neat, clean and well-groomed in appearance

4. Tattoos— In order to ensure a professional appearance for all tow service providers in Fullerton, all ~~offensive tattoos, as determined by the FPD,~~ must be concealed by tow truck drivers and operators while working. ~~Operators~~ Drivers and operators will be required to conceal any tattoos with gloves, collars, long sleeves, or by other means acceptable to the FPD. Facial tattoos of any variety are not permitted. No facial piercings shall be worn while on duty. ~~If there are any questions, clarification/authorization may be obtained by contacting the Police Chief's designee.~~
5. Drivers shall possess the proper class license(s) and certificate(s) required for the class of tow vehicle driven and for the type of tow service performed. Class A licenses must be endorsed by Department of Motor Vehicles (DMV) to allow for operation of special vehicle configurations and/or special cargo.
6. All drivers ~~may~~ will be required to submit to a ~~City of Fullerton~~ criminal history records check, including fingerprinting. Felony and misdemeanor convictions may be disqualifying. ~~The City of Fullerton~~ may elect to issue identification (ID) cards to those employees that successfully pass the background check.
7. ~~The tow service operator shall maintain and provide the FPD with a current list of drivers upon contract award, or upon request performing services for the City.~~ Specific details required are noted in the Records and Reporting section of this ~~document.~~
- 8.7. Policy. The tow service operator shall notify the FPD in writing, which may ~~include~~ be provided via e-mail correspondence, of any changes in drivers or driver status, and provide the FPD with an updated list of drivers within seven (7) calendar days following date of change ~~during the term of the contract.~~

DRIVING INFRACTIONS ~~OF~~ BY EMPLOYEES

1. The tow service operator and employees shall, at all times, comply with federal, state, and local laws and ordinances.
2. In the event of a traffic infraction ~~by a rotational~~ misdemeanor traffic violation by a tow truck driver, the ~~tow service operator will be advised of~~ FPD reserves the ~~violation by the FPD. The tow service operator will be granted the opportunity~~ right to ~~take necessary steps to ensure~~ request that ~~such driver~~ complies ~~be removed from providing services to the City, and the tow service operator shall immediately comply with the law. Any subsequent traffic violations may be cause for disciplinary action against the operator and/or the involved employee~~ such request.

- ~~1) Any misdemeanor traffic violations may be cause for immediate disciplinary action against the operator and/or the involved employee(s).~~
3. Any conviction of the tow service operator or an employee ~~within the last five (5) years~~ involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug-related offense, felony driving while under the influence of alcohol and/or a drug, misdemeanor driving while under the influence of alcohol and/or a drug, or moral turpitude, may be cause for suspension or ~~removal of the employee or operator, denial of operator application, or~~ termination of the ~~contract agreement with the City.~~
4. ~~And if an a tow service~~ operator or employee ~~is arrested/ or~~ charged for a violation involving any of the crimes listed in number ~~32~~, above, ~~the City may be suspended from tow suspend the agreement with the tow service operator until the case is adjudicated. The City may alternatively direct that the arrestee or person charged be removed from providing services to the City until the case is adjudicated.~~
5. The FPD may take appropriate enforcement or administrative action for any violations of law. Complaints for violations of the law not normally investigated by FPD will be referred to the agency with investigative jurisdiction.
6. Nothing herein shall be deemed to prohibit the FPD City from immediately suspending, ~~or terminating, or denying an application of the agreement with~~ any tow service operator ~~when the operator's or employee whose an employee's~~ conduct, in the opinion of the Chief of Police or his/her designee, is deemed to be a danger to the motoring public or ~~who has engaged in conduct constituting is~~ a flagrant violation of the agreement or this Policy.
7. Operators shall not employ tow truck drivers with poor driving records or with traffic-related felonies. To do so knowingly or negligently would be grounds for suspension or termination of the agreement.

Example:

The following are examples of poor driving records:

- a. A driving record reflecting four (4) or more points in twelve (12) months constitutes a poor driving record. ~~Five (5) or more points in twenty-four (24) months constitutes a poor driving record.~~
- b. A driving record reflecting a conviction for driving while under the influence of intoxicating liquor or ~~narcotic~~narcotics/drugs, or both, within the preceding seven (7) years constitutes a poor driving record.
- c. For a driver with a commercial license, a record reflecting three (3) or more points in twelve (12) months constitutes a poor driving record. ~~Four (4) or more points in twenty-four (24) months constitutes a poor driving record.~~
- d. For a driver with a commercial license, a record reflecting a conviction of driving while under the influence of intoxicating liquor or ~~narcotic~~narcotics/drugs, or both, within the preceding seven (7) years constitutes a poor driving record.

DRIVERS DRIVER TRAINING

1. The tow service operator is solely responsible for the training of its employees. -The operator shall ensure tow truck drivers responding to calls initiated by the Fullerton Police Department FPD are competent and have completed the training, as defined in consistent with the requirements of Section 2436.5 of the California Vehicle Code, through a Tow Service Agreement Advisory Committee (TSAAC) approved tow truck driver training program within the past last five (5) years. The tow service operator shall ensure that each driver has training for the appropriate class of tow truck. The tow service operator shall provide proof of said training for every driver on staff.

~~CVC 2436.5. (a) The department, in cooperation with the Department of Transportation, shall provide training, pursuant to a reimbursable agreement or contract with a regional or local entity, for all employers and tow truck drivers who are involved in freeway service patrol operations pursuant to an agreement or contract with the regional or local entity. Dispatchers for freeway service patrol operations shall be employees of the department or the Department of Transportation. (b) The training shall include, but not be limited to, all of the following:~~

- ~~(1) Tow truck driver and motorist safety~~
- ~~(2) Patrol responsibility~~
- ~~(3) Vehicle operation~~
- ~~(4) Traffic control and scene management~~
- ~~(5) Communication procedures~~
- ~~(6) Demeanor and courtesy~~

2. **DRIVERS** In addition, the tow service operator shall provide training every year for each tow truck driver. The training shall cover tow recovery techniques, securement requirements, DUI/drugs, safe driving skill review, scene safety, legal responsibilities and other tow related topics. The training may be provided in a group or individual format. FPD shall be notified of the training date(s) and class outline no later than one (1) week prior to the class. FPD may monitor the class. The operator shall submit a roster of attendees and a summary of the subject matter covered to the FPD Tow Coordinator within one (1) week of training.

DRIVER LICENSING

1. The towing company shall ensure that only qualified and competent tow truck drivers respond to calls initiated by the Fullerton Police Department. FPD. Pursuant to Section 12515 of the California Vehicle Code, drivers for Class A tow trucks shall be at least eighteen (18) years of age; and Class B, Class C, and Class D tow truck drivers shall be at least twenty-one (21) years old, ~~and.~~ Tow truck drivers must possess the following minimum class driver's licenses:
 - a. Class A tow trucks – a valid Class C (3) license, or a valid Class A (1) license with a valid medical certificate.
 - b. Class B tow trucks – a valid Class A (1) license with a valid medical certificate.
 - c. Class C tow trucks – a valid Class A (1) license with a valid medical certificate.
 - d. Class D tow trucks – a valid Class A (1) license with a valid medical certificate.

The Class A (1) license must be endorsed to allow operations of special vehicle configurations and/or special cargoes. —Tow truck drivers shall have the proper class of license and endorsement(s) for vehicle and cargo being transported as shown below:

<u>VEHICLE TYPE OR CARGO</u>	<u>CLASS LICENSE</u>	<u>ENDORSE/CODE</u>
Pulling more than one trailer	A	T
Transporting passenger for hire	A or B	P
Tank vehicle	A or B	N
Hazardous materials	A, B or C	H
Tank vehicle with hazardous materials	A, B or C	X

2. Whenever tank vehicles, double trailers, and hazardous materials carriers are towed or driven, the driver needs to possess the appropriate class of license and endorsement.
3. Empty buses can be towed without the passenger transport endorsement, but the tow truck driver must have the passenger transport endorsement if the bus is driven by him/her, even without passengers.
4. Tow truck drivers may obtain a Class A driver's license which is restricted to towing other vehicles.
5. The actual driving of damaged vehicles or vehicles being serviced requires that the Class A license not be restricted to towing vehicles.

6. All tow drivers must be enrolled in the DMV Employer Pull Notice (EPN) Program.

~~6-7.~~ All tow truck drivers must be proficient in unlocking locked vehicles with minimal damaged damages, when so requested by the Fullerton Police Department FPD.

EMPLOYEE UNIFORMS

1. Each tow service operator shall ~~be required to~~ furnish ~~their~~its employees with a distinctive company uniform. —Each uniform shall have the ~~firm~~company name, ~~as well as the~~ and employee's name, in a conspicuous place. —The tow company name and driver's last name shall be easily visible at all times; ~~meaning that~~ protective or inclement weather outer garment must meet this standard.— Each employee shall have sufficient uniforms so as to maintain a neat, clean appearance at all times. —Minimum requirements for uniforms include shirts, pants, and appropriate safety shoes. —All drivers shall be in uniform before any towing or service operation begins.— Wording, designs, photos, gestures, or anything that could be considered offensive or obscene to the general public shall not be displayed by ~~the~~ tow drivers or on any part of the uniform.— These dress standards are required in order to project a professional and positive image to the motoring public, of the tow company representing the City of Fullerton and the ~~Fullerton Police Department~~FPD.
2. ~~Drivers shall wear safety vests or reflectorized clothing that meets the requirements of ANSI 107-2004 Class 3, or equivalent revisions.~~Drivers shall wear appropriate warning garments (e.g., vests, jackets, shirts, retroreflective clothing) as required by Section 1598 of Title 8 of the

California Code of Regulations. Drivers shall further comply with all applicable requirements for warning garments set forth by the Occupational Safety and Health Administration (OSHA) or Section 6E.02 (High-Visibility Safety Apparel) of the Manual on Uniform Traffic Control Devices (MUTCD).

TOW TRUCK CLASSIFICATIONS AND EQUIPMENT

1. All tow trucks and their equipment shall be in good working condition. –Once a tow truck has arrived at the scene, the driver shall, without undue delay, move vehicles to a location where they do not impede or obstruct traffic, and remove any debris and fluids (except clear water) on the ground originating from the vehicles. –Undue delay includes, but is not limited to, delays caused by lack of knowledge or training of the tow truck driver to effectively operate the tow truck or its equipment, faulty equipment, and the lack of necessary equipment or supplies to remove a vehicle and/or clean the scene or unlock the vehicle.
2. The tow service operator agrees to maintain all of its tow vehicles in compliance with ~~the~~all applicable provisions of the California Vehicle Code, including but not limited to, Sections 24605, 25253, 25300, 27700, and all vehicle code~~Vehicle Code~~ sections regarding smog equipment requirements, consistent with industry standards and practices. –Said equipment requirements shall be maintained throughout the term of the ~~Agreement~~agreement with the City. The tow service operator also agrees that all tow vehicles and tow trucks shall be maintained in a clean and neat manner and in sound mechanical condition at all times, and that on all accident calls the tow service operator will clean up and remove all debris from the accident scene as required by the FPD.
3. The tow service operator must comply with all federal, state, and local air pollution control laws and regulations applicable to tow services.
4. The equipment and performance of each tow service provider shall be subject to periodic review and/or inspection by the Chief of Police or his/her designee.
5. Each tow truck shall be equipped with:
 - Two-way radio or “hands-free” telephone, or other acceptable communications equipment. Citizen’s Band Class D is not acceptable.
 - Two (2) covered buckets, each having a minimum capacity of three (3) gallons. ~~One bucket will~~shall contain at least three (3) gallons of absorbent material (such as sand or similar material in keeping with Environmental Protection Agency (EPA) guidelines) capable of soaking fluids. ~~The second bucket is to~~shall be used for placement of debris and other materials cleaned from an incident site.
 - One (1) broom.
 - One (1) shovel.

~~All State and Federal E.P.A. Guidelines shall be followed.~~

- Lockout equipment.

6. The tow service operator shall comply with all state and federal environmental guidelines.

6.7. Control/Safety Labels – All controls shall be clearly marked to indicate proper operation, as well as any special warnings or cautions.

7.8. All tow trucks under FPD contract shall clearly display, in contrasting colors, the name of the tow company, address, telephone number and truck number.

8.9. Tow trucks shall not display the words “Official Police Tow”, or words to that effect, without prior written approval from the ~~Fullerton Police Department~~ FPD.

Classes of Tow Trucks

1. Tow Truck and Car Carrier Classifications: Tow truck and car carrier classifications are based on the truck chassis ~~GVWR~~ gross vehicle weight rating (GVWR) and the classification system used by the American Trucking Association (ATA) and truck manufacturers. -Tow truck and car carrier classifications shall meet all applicable state and/or federal standards.

2. There will be four (4) classes of tow trucks covered under this Policy.

Class A – Light Duty:

The tow service provider shall maintain a minimum of two (2) trucks with a manufacturer's GVWR of 14,000 to ~~26,000~~ 25,999 pounds with wheel lift capacity, and may have a car carrier. -Class A equipment must include a 4-ton recovery equipment rating and 100 feet of 3/8” 6x19 cable or original equipment manufacturer (OEM) specifications.

A tow company that has a car carrier may be exempted from the wheel lift capability requirement; however, the car carrier must be an additional unit.

Class B – Medium Duty:

The tow service operator shall maintain at least one (1) tow truck with a manufacturer's GVWR of 26,000 to 47,999 pounds. - The truck shall be equipped with air brakes and a tractor protection valve or device, and be capable of providing and maintaining continuous air to the towed vehicle. Class B equipment must include 150 feet of 7/16” 6x19 cable or OEM specifications.

The tow company may also have a car carrier; however, the car carrier must be an additional unit.

Class C – Heavy Duty:

The tow service operator shall maintain, or maintain access to, at least one (1) three (3) axle tow truck with a manufacturer's GVWR of 48,000 to 51,999 pounds. - The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle. Class C equipment must have a 25-ton recovery equipment rating, and must include 200 feet of 5/8” cable or OEM specifications.

~~A tow service operator that does not own a Class C vehicle must own a Class D vehicle and contract with another tow provider to make available a Class C vehicle within 45 minutes of FPD's request for tow service. The other tow service company shall not be under contract with the City of Fullerton as a police tow provider.~~

Class D – Super Heavy Duty:

The tow service operator shall maintain or maintain access to at least one ~~(1)~~ three ~~(3)~~ axle tow truck with a GVWR of at least 52,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle (if this class of tow truck is used exclusively for salvage and recovery operations, there is no requirement for providing and maintaining continuous air to the towed vehicle). Class D equipment must have a 30-ton recovery equipment rating, and must include 250 feet of 3/4" 6x19 cable or OEM specifications.

~~A tow service operator that does not own a Class D vehicle must own a Class C vehicle and contract with another tow provider to make available a Class D vehicle within 45 minutes of FPD's request for tow service. The other tow service company shall not be under contract with the City of Fullerton as a police tow provider.~~

INSPECTIONS

~~1. Tow trucks—An~~The FPD will conduct annual inspections of the tow service operator's equipment and facility(ies) in accordance with Section 3.74.090 of the Fullerton Municipal Code.

~~The annual inspection will be conducted to determine if the applicant's tow vehicles comply with all provisions of Section 24605, 25253, 27700, and 27907 of the California Vehicle Code.~~

~~1. This inspection may be done by commercial enforcement officers as directed by the Fullerton Police Department and shall be done on an annual basis.~~

~~2. Failure to correct deficiencies or equipment violations shall result in the tow service being suspended without further notice until the deficiency or violation is corrected.~~

~~1.2. The annual inspection shall consist of a Level One inspection conducted by a commercial enforcement officer, or any other officer assigned to the task, and tow truck inspection (, in accordance with the State of California CHP Tow Truck Inspection Guide) conducted by either a commercial enforcement officer or officers.~~ Upon successful completion of the inspection, a sticker or decal shall be issued by the City of Fullerton to the inspected vehicle and placed on the tow unit's door.

~~3. Tow Facility—The FPD reserves the right to conduct an inspection at any time of the tow service facility and/or its equipment. However, a mandatory inspection will be conducted annually.~~

- ~~• If any deficiencies and/or violations are discovered during the initial inspection at the time of and for the expressed purpose of a new contract, the tow service provider may be disqualified without the courtesy of a correction period.~~
- ~~• If any deficiencies and/or violations are discovered, including an inspection for a contract renewal, the tow service provider will be so advised in writing. The tow service will be given five (5) business days to rectify the deficiency or violation(s).~~

- ~~• Exception: Any damage to wall and/or fence structures in the tow yard facility shall be repaired within twenty-four (24) hours.~~

CHARGES AND LIEN SALES

1. The tow service operator must be familiar with all ~~Department of Motor Vehicle (applicable DMV) laws regulations~~ and have the expertise to handle the paperwork for the Abandoned Vehicle Abatement (AVA) Program ~~(AVA),~~ including lien sales, invoices, and billing for each individual abated vehicle.
2. The tow service operator shall comply with ~~the~~ California Vehicle Code ~~Section~~ 10652 in reporting ~~the storage of the vehicles that have been stored for~~ over 30 days. ~~The copy of the notice shall be forwarded to the appropriate agency.~~
3. Tow service providers shall ~~comply with all applicable laws~~ when disposing of unclaimed vehicles, ~~abide by all California Code sections pertaining thereto.~~ Vehicles flagged by FPD for destruction may not be sold by lien sale, ~~but~~ Such vehicles must be destroyed and a certificate of destruction must be provided to the FPD.
4. After seventy-two (72) hours, the tow service operator may bill the registered owner for lien sale charges, not to exceed the amount actually expended by the operator. ~~Operator~~ The operator shall not bill the City of Fullerton for such charges.

~~Charges for "Evidence Hold" Vehicles~~

- ~~4.5. The initial towing fee shall be billed to the registered owner of the vehicle.~~

~~Storage for evidence hold shall commence only upon notification by an authorized FPD Officer.~~

- ~~5.6. All such vehicles shall be released from evidence as soon as practicable with FPD to provide formal notification to operator as to the effective date of release. Any storage occurring after such effective date shall be charged to the vehicle's owner(s) in accordance with scheduled rates.~~

~~Whenever a vehicle is held for evidence, the contract tow service provider will contact the FPD by the third calendar day of storage to confirm its status. Notification will be made to a Supervisor in the appropriate Division or Bureau as indicated on the impound form.~~

5. All lien sale proceedings for stored/impounded vehicles shall be in accordance with California Vehicle Code ~~Sections~~ 9800 through 9808, 22851 ~~(a)~~ through 22856, and Civil Code ~~Sections~~ 3067 through ~~3075~~ 3074.

~~The contract tow service provider shall comply with all provisions of California Vehicle Code Section 22850.3(b) for vehicles impounded pursuant to Vehicle Code Section 22850.~~

- ~~8.9. If hook up or service has begun and is canceled by the vehicle owner/agent, or the FPD, charges owed (drop fee) shall be no more than one half of the regular towing charge.~~

~~The registered owner of any vehicle that spills a fluid (except clear water) requiring a tow company to use absorbent may be charged the current clean up rate by the tow service provider.~~

FINANCIAL INTEREST

1. No tow service provider ~~or applicant~~ shall be directly involved in the towing ~~related~~ business of any other tow service provider ~~or applicant~~ within the City of Fullerton. ~~“Directly involved” shall mean any of the following in common between tow service operators or applicants:~~
 - a. Business license
 - b. Insurance
 - c. Tow truck or equipment ownership
 - d. Employees
2. Storage facilities sharing property with other businesses or services must be separated by conditions or barriers meeting with the approval of the FPD, as defined in ~~the Police Tow~~this Policy Guidelines.
- ~~A. No tow company may transfer or assign its Agreement with the City without the express written consent of the City of Fullerton.~~
3. The tow service operator, or its employees, vehicle operators or agents shall not have any financial interest in any repair shop(s) to which private parties are referred by that tow service operator, employee, vehicle operator or agent.
- ~~3.4. City personnel and any person representing the City shall not be offered gratuities, and requests for gratuities shall not be honored by contract tow service providers, towing employees or associates of each towing company. shall not honor requests for gratuities.~~ A violation of this section shall be cause for suspension or termination of the towing contract.

ROTATIONAL RULES

1. Whenever a vehicle owner is unable to specify a particular tow service, the tow service called shall be the next tow provider from the list of tow providers, in a rotational order. ~~The rotational order shall be under the control of the Fullerton Police Department Dispatch Center to ensure equitable distribution of calls. The current method used by the Fullerton Police Department for tow rotation is based on alternation of each tow provider on a call-by-call basis. Initially, only the contract tow service provider on rotation shall be called to an incident. When more than one vehicle is to be towed from an incident, the contract tow service provider on rotation shall have preference on service to all vehicles at an incident. If they~~If that tow service provider cannot handle service for all vehicles, then the next contract tow service provider up on rotation shall be called to assist and shall not lose their position on the rotation list.
2. The tow service provider shall immediately advise the FPD at the time of notification if they are either unable to respond, or unable to meet the required response time. ~~If, after accepting the call, the contract tow service provider is unable to respond or will be delayed in responding, the tow company shall immediately notify the Dispatch Center.~~

3. There may be times when a tow ~~company~~service provider that was not called to a scene ~~comes upon~~observes a collision ~~scene~~within the City where a vehicle or vehicles are blocking a roadway, or a vehicle is a hazard in the roadway, and a ~~Fullerton Police~~FPD officer or Parking Control Officer requests their assistance in clearing the roadway. -In such a case, the towing ~~company~~service provider may be requested to move the vehicle to a safe location, as directed by the ~~Officer~~officer, and leave it.- There shall be no charge for this assistance, and the assistance provided shall not change the tow service provider's place in the rotation.
4. A towing ~~company~~service provider shall not respond to a FPD call assigned to another tow service ~~provider~~ unless requested to do so by the FPD.
5. The FPD reserves the right to request a specific tow service provider out of rotational order if it determines in its discretion that the circumstances or incident requires use of that tow service provider.

FREE SERVICES PROVIDED TO THE CITY

Towing Services for City-Owned Vehicles

1. The tow service operator shall tow any FPD and/or other City vehicles (under six thousand pounds (6,000 lb.), disabled within the City of Fullerton limits, at the request of City staff, free of charge. ~~The current annual average of City vehicle tows is 70, and the annual average of FPD vehicle tows is 66. These numbers are estimates only and shall not be binding on the City.~~
2. Any City vehicle weighing more than six thousand pounds (6,000 lbs.) shall be charged the standard tow rate. -Towing of any FPD and/or other City vehicle outside the City of Fullerton limits shall be charged the tow mileage rate only.
3. In addition, the towing operator shall provide free tire ~~change~~changes, jump ~~start~~starts and assistance with ~~lockout~~lockouts for all City vehicles requiring assistance within the city limits.

Fullerton Fire Department Training Vehicles

Upon request from the Fullerton Fire Department (~~(("FFD"))~~) or from North County S.W.A.T., the tow service operator shall provide up to two (2) unclaimed vehicles that are ready for demolition each month, for training purposes. -Tow service ~~operator~~operators shall make arrangements with FFD or North County S.W.A.T. to drop-off and pick up vehicles, at no charge to the City.

Vehicles Towed in Error

~~The tow service operator shall not charge the City or the vehicle owner for tows or impounds that resulted from FPD error.~~

RECORDS & REPORTING

1. The tow service operator shall maintain an accurate record of all vehicles towed pursuant to this contractits agreement with the City.

2. The operator shall maintain records of all tow services furnished. ~~The records shall be maintained at the operator's place of business. Invoices~~Records shall, at a minimum, include a description of each vehicle, nature of service, start time, end time, location of call, itemized costs of towing and storage, the tow truck driver's name, and truck used.
3. The tow service operator shall file required reports and notifications with the ~~California Department of Motor Vehicle Division~~DMV in the manner required by law.
4. The tow service operator's record keeping system must allow the tow service operator to quickly and efficiently locate records and information.
5. All records for FPD impounds and storage shall be maintained in jacket files, segregated from the files of other ~~Law Enforcement Agencies~~law enforcement agencies.
6. Reports submitted to the City shall contain information concerning services provided under ~~this~~the City's contract only.
7. At the operators primary office, business records shall also be maintained relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities, lien sale actions, Federal Communication Commission licensing (if applicable), and non-police tows.
8. The records of all vehicles impounded or stored at the direction of the City ~~of Fullerton~~ shall be available for inspection only to authorized employees or officials of the City ~~of Fullerton~~.
- ~~9. The FPD may inspect all operator records without notice during normal business hours.~~
- ~~10.9.~~ Operators shall permit the FPD to make copies of business records at their place of business, or to remove business records for the purpose of reproduction. ~~The FPD shall provide a receipt for any (original) record removed from the place of business.~~
- ~~2. Records shall be maintained and available for inspection for four (4) years.~~
- ~~11.10.~~ Failure of the operator to comply with the inspection requirements shall be cause for suspension.
- ~~12.11.~~ The tow service provider shall maintain a current list of drivers, and shall furnish a copy of the same to the Fullerton Police Department on or before the 10th day of each month. This list shall contain current information on owner(s) and drivers. ~~Specific information furnished shall include:~~
 - Name
 - Residence address
 - City
 - Zip code
 - Telephone number
 - Date of birth
 - Driver's license number

- Vehicle unit number
- Tow operator's permit number
- Date of permit
- Date of hire
- Date of current list
- Any other personnel information that may be requested by the Police Department

This information shall be supplied on a towing service personnel report form. -This form must be signed and dated by a tow company representative.- False and/or misleading information is cause for termination.

~~13.~~12. Each tow service provider shall record its time in and time out on every official assignment. Such records shall be made available and open to examination by the City of Fullerton.

~~3. Each tow service operator shall submit this daily list of towed vehicles to FPD's Traffic Bureau every month unless other mutually agreeable arrangements are made in a format agreed upon by the Traffic Bureau and the tow service operator.~~

~~14.~~13. A representative from the Traffic Bureau may contact the tow service operator via telephone daily to compare the tow service operator's list of towed vehicles with the FPD's list of towed vehicles.

~~15.~~14. The tow service operator shall submit a report of released vehicles to the Traffic Bureau upon reasonable request. -The report shall contain the following information for each vehicle:

- Date vehicle was towed and beginning date of storage period
- Location of pick-up
- Date and time of release
- Vehicle year
- Vehicle make
- Vehicle model
- License plate state and number
- Vehicle identification number
- Case number
- Name, address and telephone number of persons to whom released
- Proof of identity provided
- Name of employee releasing vehicle

~~16.~~15. Towing service providers shall submit a monthly report to the Traffic Bureau which shall include the following information:

- Total number of police impounds
- Number of times dispatched by the Fullerton Police Department FPD
- Number of Fullerton Police Department FPD calls resulting in impounds

- Number of calls answered in which time beyond one (1) hour was required to handle

A copy of the monthly report shall also be provided to the City's Finance Department with remittance of administrative fees, which are due on or before the 5th day of each calendar month.

~~47.~~16. Records shall be available to the City ~~of Fullerton~~ for inspection upon request and shall contain the following information for each vehicle:

- Date and time of tow
- Location of vehicle when hooked up
- Name of tow vehicle operator
- Name and identification number of officer requesting tow
- Storage facility name and address
- Present physical location of vehicle, if stored

~~4.~~ Identification of vehicle, including:

- Year year, make, model, vehicle identification number, license plate state and number, color(s)
- Release or other disposition information including:
 - Date and time of release
 - Name, address and telephone number of persons to whom released
 - Proof of identity provided
 - Name of employee releasing vehicle
 - Police report number
 - Fees charged

~~18. Records for each vehicle shall be maintained for a period of not less than four (4) years from the date of each tow. Records shall conform to generally accepted accounting principalsprinciples.~~

~~19.~~17. The tow service operator shall maintain a list of all vehicles towed under this contractpursuant to the agreement during each calendar day. ~~A calendar day begins at 12:00 AM and ends at 11:59 PM the same day.~~ The list shall include the following information:

- Vehicle year
- Vehicle make
- Vehicle model
- License plate state and number
- Vehicle identification number
- Case number

COMPLAINTS

~~18. Complaints against~~Each tow service operators ~~will be documented~~ operator shall submit this daily list of towed vehicles in a format agreed upon by the ~~FPD.~~ ~~Complaints will be~~

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received Traffic Bureau and investigated the tow service operator to the FPD's Traffic Bureau every month, unless other mutually agreeable arrangements are made.

19. Records shall be maintained throughout the term of the tow service operator's contract with the City and for a period of not less than five (5) years after termination of the contract. Records shall conform to generally accepted accounting principles.

~~Records shall be maintained and available for allegations of inspection for a period of not less than four (4) years.~~

20. The FPD may inspect all operator records without notice during Normal Business Hours.

21. If City requests copies of any records required by this Policy, the tow service operator shall provide such copies within ten (10) calendar days of the date of the City's request.

REFERENCES TO STATE AND LOCAL LAW

The specific references to state and local law contained in this Policy, including, but not limited to, references to the California Vehicle Code and Fullerton Municipal Code, refer to such law as it currently reads or may hereafter be amended.

- ~~○ Discourteous service~~
- ~~○ Unethical business practices~~
- ~~○ Unsafe or improper handling of stored or impounded vehicles~~
- ~~○ Over charging for services~~
- ~~○ Excessive delay in responding to calls~~
- ~~○ Unsafe towing equipment~~
- ~~○ Violations of State laws~~
- ~~○ Violation of City ordinances~~
- ~~○ Deficient facility security~~
- ~~○ Deficient facility storage conditions~~
- ~~○ Failure to comply with City of Fullerton Tow Policy~~
- ~~○ Failure to perform according to the Towing Agreement~~
- ~~○ Failure to keep required records~~

Complaints will be assigned to the Police Chief or his/her designee for investigation. Staff will endeavor to send a copy of the complaint and a letter requiring a response, within ten (10) business days, to the affected towing company's owner(s).

No notice shall be sent or delivered if it is determined that notification will impede or interfere with Police investigations.

The tow service provider shall respond in writing to the complaint within ten (10) business days from the date of the City's letter. Failure to respond within ten (10) business days will result in the investigating officer making a decision to the complaint based on the information available.

The investigating officer will consider all the evidence available and assign a disposition to the complaint. The disposition categories are:

- ~~Unfounded~~ — Incident did not occur or did occur but was lawful and within Policy.
- ~~Inconclusive~~ — Unable to determine if the incident did or did not occur, or unable to determine if the towing service or its employee(s) are responsible.
- ~~Sustained~~ — Incident occurred and was either contrary to the Towing Policy, Towing Agreement, State Laws, or City Ordinances.

~~The tow service provider and complainant will be notified of the disposition of the complaint in writing.~~

~~DISCIPLINARY ACTION~~

- A. ~~If a complaint is determined to be sustained, and the circumstances or prior record show cause for a suspension or termination of the tow service provider's service, the officer investigating the complaint will present the facts to the Police Chief's designee with a recommendation for disciplinary action.~~
- B. ~~The Police Chief's designee will review the facts and the recommendations. Upon doing so, the Police Chief will either concur with the recommendation or determine another course of action.~~
- C. ~~If the Police Chief arrives at a decision to suspend or terminate the services of a tow service provider, the decision will be forwarded as a recommendation to the City Manager, whose decision will be final.~~
 - 1. ~~The tow operator shall receive a copy of the Police Chief's recommendation at the time it is forwarded to the City Manager, and shall have ten (10) calendar days to respond in writing to the City Manager.~~
 - 2. ~~After consideration of the Police Chief's recommendation and any timely written submission of the tow operator, the City Manager shall issue a written determination of whether he concurs with the decision to suspend or terminate a contract tow service provider's services. The towing company will be promptly notified in writing of the impending disciplinary action.~~

~~TERMINATION~~

~~The City of Fullerton may terminate any agreement during its term without cause by providing a thirty (30) day written notice to the contract tow service operator. The City of Fullerton may terminate this contract for cause five (5) days after written notice is given. The contract may be terminated for cause by the City of Fullerton upon the occurrence of any one or more of the following events:~~

- 1. ~~Failure of the tow service provider to comply with any of the provisions of this Agreement.~~
- 2. ~~Repeated and/or flagrant violations of the Vehicle Code by the tow service provider.~~
- 3. ~~Failure of the tow service provider to maintain clean, orderly, and secure storage facilities.~~

- ~~4. Failure of the tow service provider to obtain and maintain a current valid license to do business in the City.~~
- ~~5. Repeated failure of the tow service provider to answer service calls within the agreed upon fifteen (15) minute response time.~~
- ~~6. Commission, by the owner or operator of the tow service provider, of any unlawful, false, fraudulent, deceptive or dangerous act while conducting its towing operation business.~~
- ~~7. Removal by the tow service provider, prior to police arrival, of a vehicle involved in a collision where, as a result of the collision, a person suffered death or injury; or where the driver of one of the vehicles involved in the collision, or any of the passengers of a vehicle involved in the collision, was under the influence of an intoxicant of any nature; or where there is evidence that the vehicle to be towed was involved in a hit and run collision.~~
- ~~8. Insurance coverage as required herein has either been withdrawn or lapsed, or is not in force for any reason.~~
- ~~9. Dissolution of business or bankruptcy.~~
- ~~10. For assignment of this agreement, or any right or interest stated therein, without the prior written consent of the City of Fullerton.~~
- ~~11. For any substantial or recurring deviation from the City of Fullerton's approved schedule of rates.~~
- ~~12. Failure of the contract tow service provider to maintain satisfactory service to the public, or for failure to keep any towing vehicle in a safe condition and good repair.~~
- ~~13.1. Failure to comply with any requirement of the FPD.~~