

**CITY OF PASADENA POLICE TOWING FRANCHISE SYSTEM
OPERATIONS MANUAL**

This Operations Manual is related to police impounds made by the Pasadena Police Department (PPD) and Department of Transportation (DOT) through the Pasadena Police Towing Franchise Agreements. This document is in addition to the Pasadena Municipal Code (PMC) and serve as additional requirements for all Police Towing Franchise Agreements. The City reserves the right to update the police towing franchise system operations manual as needed to appropriately provide services to its citizens. Any update to the manual shall be made available to the Non-Exclusive Franchises.

RESPONSE TIME REQUIREMENT: Response time shall not exceed 20 minutes for police or Department of Transportation (DOT) impounds. In the event Franchisee cannot respond within the applicable time frame, Franchisee shall immediately notify the Police and/or DOT dispatcher and provide an estimated time of arrival. At the discretion of the Police/DOT dispatcher, the Franchisee may be skipped, and the tow forwarded to another Franchisee. Failure to adhere to this 20-minute requirement is cause for termination of the franchise agreement.

Franchisee must always provide an available dispatcher for the immediate dispatching of towing equipment. Franchisee's place of business must be open to the public from 0700 to 1730 hours Monday through Friday. No afterhours fee will be charged during these hours of operation. The Franchisee must be available for afterhours release. Alternate hours, as directed by the city, must also be available to accommodate special City events such as New Year's Day activities and Rose Bowl events.

During City designated Red Flag events, Franchisee must be available with adequate numbers of tow vehicles to assist DOT with removal of vehicles from designated areas within city limits.

Red Flag Days are declared by the National Weather Service when:

- 1) Relative Humidity is 15 percent or less with either sustained winds of 25 mph or greater or frequent gusts of 35 mph or greater for a duration of 6 hours or more;
- 2) Relative Humidity is 10 percent or less for a duration of 10 hours or more; or,
- 3) Widespread and/or significant dry lightning. The Fire Chief may also declare a Red Flag Day in response to an extreme hazard.

Repeated failure to answer phone calls from the Police/DOT Dispatcher or repeated refusal of service, regardless of the time of day will be deemed unacceptable service, and are cause for termination of the award of the franchise.

COMPLAINTS: All complaints by vehicle owners shall be directed to the Franchisee. Franchisee shall record all complaints received by mail, by telephone or in person (including date, name, address of complainant and nature of complaint). Franchisee agrees to use its best efforts to resolve all complaints by close of business of the second business day following the date on which such complaint is received. The City of Pasadena may investigate service complaints.

A vehicle owner dissatisfied with the Franchisee's decision regarding a complaint may ask the City of Pasadena to review the complaint. To obtain this review, the vehicle owner must request City of Pasadena review through the police department or DOT within 30 days of receipt of the Franchisee's

response to the complaint or within 45 days of submitting the complaint to the Franchisee or if the Franchisee has failed to respond to the complaint. The City of Pasadena may extend the time to request its review for good cause.

Before reviewing the complaint, the City of Pasadena shall refer it to the Franchisee. If the Franchisee fails to cure the complaint within ten (10) days, the appropriate City department shall review the vehicle owner's complaint and determine if further action is warranted. The applicable department may request written statements from the Franchisee and vehicle owner, and/or oral presentations.

The City of Pasadena shall determine if the vehicle owner's complaint is justified, and if so, what remedy, if any, shall be imposed. The remedy under this Section shall be limited to a rebate of vehicle owner charges related to the period of breach of any of the terms of this application or actual damages. Decisions will be final only upon review and authorization of the applicable department chief/director or their respective designee.

Franchisee shall keep a separate log detailing complaints against Franchisee by vehicle owners under this request for applications. This log shall include the date the complaint was received, the identity of the complaining party, the nature of the complaint and the action taken to resolve the complaint. This log shall be maintained and available for inspection by the City consistent with the terms of paragraph 5 of this request for applications. The failure of the Franchisee to maintain this log or allow access to this log by the City shall be considered a material breach of this request for applications and grounds for termination of any resulting agreement(s).

Chronic complaints may result in a termination of the Franchise agreement.

FRANCHISE FEE: The franchise fee is presently \$22,500 per franchisee. Franchise fees shall be payable quarterly in accordance with section 10.46.160 of the Pasadena Municipal Code. This fee was established by the City Council via resolution on August 27, 2018.

An applicant may withdraw its bid without penalty prior to the award of the franchise. No refunds of paid franchise fees will be made if the applicant withdraws after the award of the franchise. Notice of such withdrawal shall be provided in writing within 72 hours of notification of award.

RECORD KEEPING AND REPORTING: The Franchisee shall keep written or electronic records of the following, and make them accessible electronically or available for inspection by the City:

Calls for service from the Police Department/DOT, including, date and time received, time dispatched, location, equipment sent, time of arrival, and disposition of towed vehicle.

A file of all impound reports shall be maintained in a systematic fashion. The tow driver will be provided with a copy of the impound report on all impounds.

On the first business day of each week, the Franchisee shall provide the Police Department/DOT with a list of vehicles that have been impounded by the police/DOT and which have been in the Franchisee's possession for more than 10 days excluding 30 day impounds.

The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Franchisee's records to the extent the City deems necessary to insure compliance with the franchise requirements.

Franchisee shall maintain and preserve all such records for a period of at least 3 years after termination of the Franchise Agreement.

Franchisee shall maintain all such records in the City of Pasadena or otherwise, and upon request, submit the records to the City or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a location other than the City of Pasadena, including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

UNIFORMS: Tow truck drivers shall wear uniforms appropriate for the industry. The Franchisee's company name and the name of the driver shall be plainly visible on the driver's outermost garment. Shirts shall be tucked in, and in good condition.

TOW TRUCKS: Franchisee's tow trucks shall comply with California Vehicle Code (CVC) sections 27700 and 27907 specifically, and all other CVC sections in general. Tow trucks shall be operated and vehicles shall be towed in compliance with the CVC, including, but not limited to, CVC 24605.

Franchisee shall maintain at least three flatbed tow trucks for removal of exotic vehicles, extremely damaged vehicles, or other peculiar tow requirements. All tow trucks must have an operable winch, containing at least 150 feet of 3/8" inch cable. For DOT impounds, each Franchisee shall provide two tow trucks for the removal of vehicles from time restricted travel lanes. A minimum of five trucks should be available to assist in the travel lanes Monday-Friday 3-7pm. Three of the tow trucks must be flat beds. The flat beds assist by clearing multiple vehicles at once and thereby clearing the lanes at a faster pace.

In addition to the specific requirements of the CVC, Franchisee's tow trucks shall also carry the following equipment, maintained in good working order:

A dolly capable of carrying one axle of a motor vehicle (no dolly is required for flatbed tow trucks)

Flashlight or other portable light source

State approved air tank, with hose, pressure gauge, and Schrader valve air chuck.

Floor jack, minimum two-ton capacity

Lug wrench(es) for all popular lug nut sizes, foreign and domestic.

5-gallon gasoline container

5-gallon water container

5-gallon can fill with clean sand or other appropriate absorbent material

Empty 5-gallon can for removal of debris

Booster battery and cables (cables only required for tow trucks wired for extension booster cables)

Pry bar, minimum 4 feet in length.

3 reflectors, as described in CVC 25300, or twelve 30-minute fuses.

Franchisee's trucks shall be painted, free of major dents, and kept clean and in good working order. The cab interior shall be clean and equipped with a reading lamp and writing implements.

An official Police garage insignia may be required at the discretion of the Chief of Police. In that case, it will be provided by the City along with instructions pertaining to its display.

INSPECTION OF EQUIPMENT AND FACILITIES: Franchisee's facilities, tow trucks and equipment, shall be inspected and approved by the City prior to the granting of a Franchise. In addition, all facilities, tow trucks and equipment are subject to inspection by the City at any time. The City will undertake best efforts to ensure that such inspection does not interfere with the Franchisee's operations.

COMMUNICATION: The Franchisee's dispatch office must be accessible 24 hours a day for towing services, vehicle access or property release. A direct phone number for the dispatch center shall be provided to the PPD and DOT for the purpose of requesting services. If the tow company fails to answer the call for a tow request, the next tow company in the rotation will be contacted.

STORAGE LOTS: Franchisee shall maintain storage lots sufficient to perform the services described herein. At a minimum, Franchisee shall maintain a storage lot or lots having an aggregate area of 20,000 square feet within 4 miles of the Pasadena city limits to minimize any hardship on residents or visitors of Pasadena. Storage lots, or the primary storage lot if more than one lot is used, shall be adjacent to, or shall contain office facilities. The office shall contain a waiting area, be neat in appearance, painted and clean. The office or storage lot must provide a restroom available for use by vehicle owners.

Storage lots shall be paved, and shall be free of potholes, decomposed or broken pavement. Lots shall be maintained in a clean condition, and shall be free of litter, debris, and weeds.

Storage lots shall be fenced for maximum security and lighted during hours of darkness. Lots shall be inaccessible from adjoining businesses or structures. Fencing shall be in accordance with City of Pasadena building and zoning codes. Outdoor areas used for storage shall be enclosed with a solid wall or substantial opaque wire fence at least six feet in height, having a gate or door of adequate width and height. Such gate or door shall remain closed except for ingress and egress, so as to preclude viewing by the general public of stored vehicles. The bottom edge of any such fence or wall, including all gates or doors, shall not be more than two inches above the finished grade of the enclosed area. All walls and fences shall be maintained in good condition, and repairs shall be made to damaged areas within 24 hours of detection of such damage.

PARKING: The Franchisee shall at all times provide and maintain adequate off-street parking space for the parking and storage of vehicles and other equipment used in connection with the Franchise. Under no circumstances shall public streets and alleys be used for vehicle storage or tow truck parking, temporary or otherwise.

PROTECTION AND HANDLING OF VEHICLES: All vehicles towed and/or stored by the Franchisee shall be in an enclosed and locked area. Access by other than City or Franchisee's employees shall be restricted and supervised by the Franchisee or their designate.

Undamaged and high-value vehicles shall be segregated from crashed and junk vehicles. Vehicles shall be systematically parked and sufficiently separated to preclude the probability of damage.

All property in towed and stored vehicles shall be the responsibility of the Franchisee, as if said property were part of the vehicle itself. Parts shall not be removed from an impounded or stored vehicle without proper authorization or approval by the City. Franchisee shall protect said vehicle and property until vehicle has either been released to the owner or disposed of through other legal process.

Vehicles requiring special Police handling or held for investigation shall be stored on the primary lot and not moved until authorized by the Police Department. Franchisee shall take reasonable precautions to guard evidentiary items such as fingerprints, paint transfers, stains, etc.

Should a vehicle need to be held for a period in excess of thirty days, and the franchisee is notified that the vehicle will be a long-term storage, then the daily storage fee shall be \$4 per day subject to the approval of the city council, in excess of the initial 30 day fees.

Vehicles taken as criminal evidence shall be stored in an impound area secured from unauthorized persons, including tow yard personnel. This impound area shall be enclosed to provide protection from the elements and with sufficient lighting and sanitary conditions that are conducive to the preservation and collection of physical evidence. Police Department Forensics personnel may conduct periodic inspections to insure compliance. In addition, Franchisee shall provide a secure, closed area with an OSHA approved hydraulic lift for use by the City for inspection of vehicles. The facility shall be sufficiently enclosed to allow investigators to inspect vehicles without being observed by Franchisee employees or the public. It is the responsibility of the Franchisee to move vehicles in its possession to and from the inspection facility at no charge to the City or vehicle owner.

RELEASE OF PERSONAL PROPERTY: The Franchisee shall release personal property from the vehicle to the vehicle's owner or their agent upon demand pursuant to CVC 22851(b), unless directed otherwise by the Police Department (ex. A vehicle on an evidence hold will need authorization from the Police Department prior to any property release). The franchisee is responsible for maintaining records associated with the release of any property. Those records shall include and be kept with the impounded vehicle documents: name and identification of the person accessing the vehicle, date and time and list of property removed. This will occur during normal business hours at no charge to the property owner. If exigent circumstances dictate that removal of property occur during those hours when the Franchisee is closed, a fee may be imposed.

VEHICLE REPAIR/REFERRAL: No mechanical, electrical or body and fender repairs shall be performed on any storage lot used in connection with this Franchise.

Franchisee is prohibited from soliciting vehicle owners or agents of owners impounded or stored vehicles in connection with this franchise for any mechanical, electrical, or body and fender repairs, nor shall solicitations be made on behalf of insurance agents or other repair brokers. Franchisee shall affirmatively inform vehicle owners or their agents that repairs, if any, may be made at the garage of their choice. Franchisee shall not waive or rebate towing or storage charges as an inducement to an owner or owner's agent to select franchisee as the source of repair.

No vehicle shall be removed to any location other than Franchisee's storage facility unless so directed by the Police Department for evidence processing, or by the vehicle owner, with prior notice to the Police Department/DOT. Franchisee shall disclose any ownership or financial interest in any body or repair facility to which the Franchisee may refer an owner of an impounded vehicle.

RELEASE AND PROCESSING: Franchisee shall be responsible for the physical release and the processing of all necessary documents for all impounds once they have been approved for release by the City. Documentation of releases shall be maintained in accordance with the records keeping section listed above. In cases where storage and towing charges are made payable by the City under the CVC, Franchisee shall waive such fees at the request of the City.

OTHER REGULATION: Franchisee shall operate its business in a professional and honest fashion with the appropriate business licenses. Franchisee shall comply with all federal, state, and local laws, and shall make all reports required by the CVC. Franchisee shall maintain all licenses and permits required by the aforementioned regulatory bodies, including, but not limited to, the business licenses required by Chapter 5 of the Pasadena Municipal Code. Franchisee must supply the names and driver's license numbers of its drivers. In addition, the Franchisee shall be enrolled and participating in a program with California Department of Motor Vehicles (DMV Pull Program) that notifies the Franchisee when their drivers have any change to their driving status or record. This DMV program will alert the Franchisee to any potential problem drivers.

Any felony or misdemeanor conviction of an owner of a Franchisee involving stolen or embezzled vehicles, fraud related to the towing business, stolen property, crimes of violence, or moral turpitude shall be cause for termination of the award of the franchise.

Franchise shall hold and maintain in good standing the required insurance limits as set forth by the City of Pasadena.

LIENS AND DISPOSALS: Franchisee shall comply with the CVC and other applicable laws with regards to lien sales, including supplying a list of vehicles each month that the Franchisee intends to lien sale prior to selling same for approval by the department. Franchisee is responsible for maintaining all documents relating to lien sales in the same fashion as records kept pursuant to the records section above. On the first working day of each month, the franchisee shall provide the Police Department/DOT with a list of vehicles that have been sold pursuant to lien procedures during the previous month, as well as the amount of money recovered for each vehicle.

RATES, CHARGES and PAYMENT: The rates and charges for towing and storage in connection with this Franchise shall be established by the City Council and will be reviewed annually as part of the General Fee Schedule beginning in 2025. The rates were established by considering the rates of the Southern Division of the California Highway Patrol, the Los Angeles Police Department, and the Los Angeles County Sheriff in 2024. As of January 1, 2025, the hourly rate per impound shall be \$180.00 and the storage charge shall be \$50.00 per day, until otherwise modified by the City Council (Updates to the General Fee Schedule occur on July 1 of each year). A sign showing the approved rates and charges shall be conspicuously posted in the Franchisee's tow office and available from tow driver on request. Franchisee shall provide vehicle owners the option of payment by MasterCard and Visa. Franchisee must provide for after-hours releases of vehicles, and may collect an after-hour release fee not to exceed the fee established for one day of storage in addition to any other applicable fees. Franchisee shall offer a "drop fee" that is no more than 50% of the rate per impound.

Per CVC 22658

(h) A towing company may impose a charge of not more than one-half of the regular towing charge for the towing of a vehicle at the request of the owner, the owner's agent, or the person in lawful possession of the private property pursuant to this section if the owner of the vehicle or the vehicle owner's agent returns to the vehicle after the vehicle is coupled to the tow truck by means of a regular hitch, coupling device, drawbar, portable dolly, or is lifted off the ground by means of a conventional trailer, and before it is removed from the private property. The regular towing charge may only be imposed after the vehicle has been removed from the property and is in transit.

ROTATION TOW LISTS: In the likely event more than one Franchise is granted, the City will take steps to provide an even distribution of work among the Franchisees. To this end the City will establish the following rotation lists:

All tows initiated by the Department of Transportation will rotate on a per day basis. Examples of such tows are:

Abandoned vehicles.

Scofflaw impounds.

Travel lane violations.

Blocked driveways

All tows initiated by the Police Department will rotate from a rotation list as described below. Examples of such tows are:

30 day impounds. Those incidents initially classified by the officer in the field as falling under CVC 14602.6(a)(2) storage authority.

All other impounds those outside the authority of CVC 14602.6(a)(2) and "Next Up" requests for tows at collisions or other incidents where there is no preference by either the Police Department or vehicle owner as to disposition of the vehicle.

After a Franchisee has been provided a particular assignment from a rotation list, that Franchisee will be placed at the bottom of that particular list. Each list will be independent of all others. In the event a call is canceled prior to the time that the tow truck driver physically takes charge of the designated vehicle, there shall be no charge to the vehicle owner, and that Franchisee shall be placed back at the top of the appropriate rotation list.

When a vehicle is being stored, not impounded and a Franchisee has physical custody of a vehicle but has not left the scene and the owner or owner's agent arrives and demands the vehicle's release, the vehicle shall be released upon receipt of a fee representing one half of the basic hourly rate. The full tow fee shall not accrue until the vehicle is physically removed from the scene.

In the event a Franchisee tows more than one vehicle from a single call, they shall be skipped on the rotation list in amount equal to the number of vehicles in excess of one, towed.

In the event that a Franchisee is unable to respond within the limits established for any single call, then that Franchisee will lose the right to respond to that immediate call and the next call that the Franchisee

would normally rotate into. Unable to respond within established limits includes but is not limited to refusing to respond, not answering their phone, not having equipment available, or the required number and type of tow trucks available.

SPECIAL CITY EVENTS: At the discretion of the City, Franchisee(s) shall provide service for special City events, including but not limited to Rose Parade, Rose Bowl, UCLA football games, and other events. During such special events, the City shall establish rates and charges for services not otherwise specified in section 18, above.

OTHER SERVICES: At the request of the City, Franchisee shall provide other services including but not limited to clearing collision related debris from the roadway and towing police/DOT vehicles. Franchisee(s) may charge the City up to \$25 per call for performing these services outside of a regular collision call. The Chief of Police/Director of Transportation in their sole discretion may approve increases to these charges.