

INTRADEPARTMENTAL CORRESPONDENCE

August 27, 2026

1.0

TO: Honorable Board of Police Commissioners

FROM: Executive Director, Board of Police Commissioners

SUBJECT: REVIEW AND ACCEPTANCE OF THE PROPOSED TOWING OPERATIONS & POLICY STANDARDS (TOPS) MANUAL FOR CITY TOWING OPERATIONS AND OFFICIAL POLICE GARAGES.

RECOMMENDED ACTION

1. That the Board of Police Commissioners (Board) REVIEW, APPROVE, and AUTHORIZE the attached Towing Operations & Policy Standards (TOPS) manual.
2. That the Board AUTHORIZE Commission staff to promulgate the established rules contained in the TOPS manual to towing operations citywide and to distribute the manual to all Official Police Garages.

DISCUSSION

The Towing Operations & Policy Standards (TOPS) Manual represents the culmination of years of collaboration between the Commission and the Official Police Garages (OPGs). It provides comprehensive guidance on contractual obligations, operational expectations, service delivery standards, and professional conduct. The OPG system remains one of the strongest municipally contracted towing programs in the nation, an achievement made possible through the sustained efforts of Commission staff and the daily commitment of 18 small-business contractors employing approximately 390 personnel system-wide.

Following the extensive form contract rewrite completed earlier this summer, the TOPS Manual now serves as the final step in establishing clear expectations, operational safety requirements, professionalism benchmarks, and system-wide consistency. These standards directly enhance the experience of City departments served by OPGs, as well as the public who rely on timely, effective, safe, and professional towing services.

Key Highlights of the Manual

Chapter I — Rates & Charges

Integrates all previously approved towing and storage rates, including a historical overview of recent rate adjustments.

Chapter II — Board Rules & OPG Regulations

Incorporates targeted updates to longstanding Board Rules and presents a full overhaul and reintroduction of OPG Regulations. These provisions reinforce the principles of Board compliance, accountability, and service expectations that distinguish OPGs from standard tow companies.

Chapter III — Service Delivery Standards

Establishes consistent operational practices that evolve with emerging challenges faced by OPGs and the Commission's ongoing responsibility to support City and Department needs.

Chapter IV — Operational Agreements

Outlines essential operational commitments responsive to the requirements of the Department, the Mayor and City Council, and the city at large.

Approval of the TOPS Manual and authorization to promulgate its standards will ensure uniformity, clarity, and accountability across the OPG system. It will also strengthen the City's contractual framework and reinforce the professionalism expected of all OPG operators.

For additional information or questions, please feel free to contact Lieutenant II Scott Moffitt, Commanding Officer, Commission Investigation Division, at (213) 996-1230.

Respectfully,

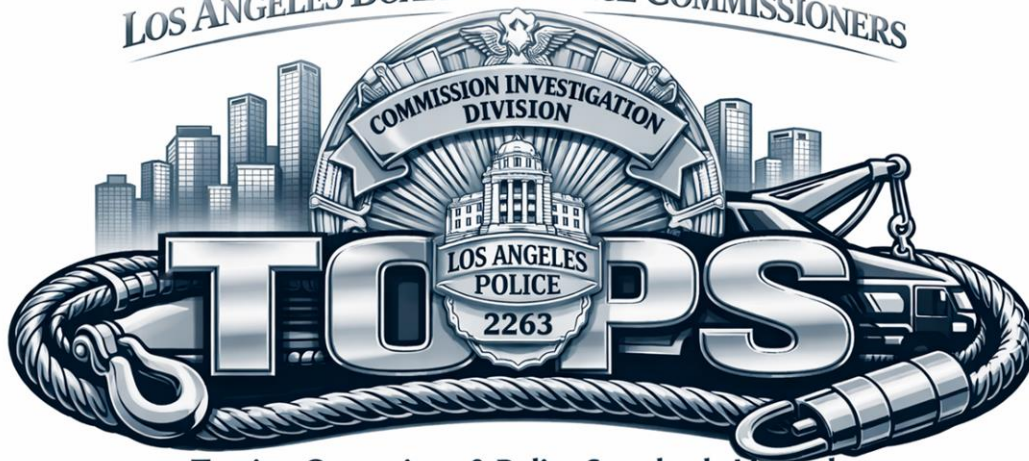
A handwritten signature in dark ink, appearing to read "D. Sibley", written in a cursive style.

DJANGO SIBLEY, Executive Director
Board of Police Commissioners

Attachment



LOS ANGELES BOARD OF POLICE COMMISSIONERS



Towing Operations & Policy Standards Manual



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CHAPTER I

Administrative Framework and Rate Structure

1 BOARD OF POLICE COMMISSIONERS

The Los Angeles Police Department Board of Police Commissioners

Rasha Gerges Shields
President

Dr. Daniel K. Tabor
Vice-President

Heather Aubrey
Commissioner

Fabian Garcia
Commissioner

Jeff E. Skobin
Commissioner

Django Sibley, Executive Director

1.1 Introduction

The Board of Police Commissioners, established under the Los Angeles City Charter and empowered by the Los Angeles Municipal Code, oversees all contracted towing operations within the City of Los Angeles. As the civilian head of the Los Angeles Police Department, the Board ensures that Official Police Garages and all authorized towing entities operate in full compliance with municipal law and established standards.

Under the Municipal Code, the Board may issue rules, policies, and procedures governing towing, storage, and release activities citywide. The Executive Director, serving as the Board's designee, administers and enforces these requirements, provides

operational oversight, and ensures contractor adherence to all regulatory and contractual obligations.

This manual provides the essential standards, reporting requirements, and operational protocols necessary for compliance with City ordinances and Board-issued directives, supporting consistent service delivery, fiscal accountability, and the protection of public interests.

1.2 Authority and Purpose.

Pursuant to Los Angeles Municipal Code Section 80.77.4, the Board of Police Commissioners hereby issues and promulgates the rates, rules, and regulations contained in this manual. The effective date of this manual shall be September 1, 2026, and remain in force until amended or superseded by order of the Board. Amendments to this manual may be issued by either the Board, or the Executive Director acting under delegated authority. Commission Investigation Division (CID) is authorized to promulgate directives, interpretive guidance, compliance instructions, and operational standards necessary to ensure the consistent and timely application of citywide towing requirements. All provisions, directives, and instructions issued under this authority shall be enforced by CID on behalf of the Board.

2 COMMISSION INVESTIGATION DIVISION

Commission Investigation Division serves as the regulatory arm of the Board of Police Commissioners and is tasked with contract administration, audit, inspection, and compliance of the contract, rules, and regulations on behalf of the Board.

3 LEGAL HIERARCHY AND SEVERABILITY

In the event of any conflict between the contents of this Manual and applicable law or contract, the higher authority shall control. The governing hierarchy is federal law; state law; local/City law; Board Rules; OPG regulations; Board or CID-issued directives; and the applicable contract. Board Rules, OPG regulations, and directives issued after the effective date of a contract shall supersede any conflicting contractual provision, unless the contract or directive expressly states otherwise.

If any section, clause, or provision of this Manual is found invalid or unenforceable, such invalidity shall not affect the remaining provisions, which shall continue in full force and effect.

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Commission Investigation Division
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10 OFFICIAL POLICE GARAGES – SERVICE AREAS

Generally, OPGs are confined to specific geographic boundaries as determined by contract, these shall be known as “service areas.”

10.1 Service Area 1

Service Area:	1	Contract No:	C-128938	Expiration:	PENDING
Viertel’s Central 2010 N. Figueroa Street Los Angeles, CA 90065		Phone No:	(323) 342-0342		
		Secondary Lots:			
		704 N. Mission Road Los Angeles, CA 90033 1951 McGarry St. Los Angeles, CA 90058			
Auction: Fridays		401 W. Ave 33 Los Angeles, CA 90031			

10.2 Service Area 2

Service Area:	2	Contract No:	PENDING	Expiration:	PENDING
Hollywood Car Carrier 645 N. Virgil Ave Los Angeles, CA 90004		Phone No:	(323) 913-4040		
		Secondary Lots: 1155 W. Temple St Los Angeles, CA 90033			
Auction: Mondays		645 N. Virgil Ave Los Angeles, CA 90004			

10.3 Service Area 3

Service Area:	3	Contract No:	C-129788	Expiration:	08/25/2026
Swanney & McDonald Towing Specialists, Inc. 4833 Exposition Blvd Los Angeles, CA 90007	Phone No:	(323) 773-6898			
	Secondary Lots:				
	4900 W. Jefferson Ave Los Angeles, CA 90007 4915 Exposition Blvd Los Angeles, CA 90007 1224 E. 2 nd Street Los Angeles, CA 90012 725 Battery St San Pedro, CA 90731				
Auction: Tuesdays		1224 East 28 th St Los Angeles, CA 90012			

10.4 Service Area 4

Service Area:	4	Contract No:	C-144478	Expiration:	10/27/2028
Absolute Towing 4760 Valley Blvd Los Angeles, CA 90032		Phone No:	(323) 225-9294		
		Secondary Lots: 1564 Indiana St Los Angeles, CA 90023			
Auction: Tuesdays		4760 Valley Blvd Los Angeles, CA 90032			

10.5 Service Area 5

Service Area:	5	Contract No:	C-129768	Expiration:	1/31/2027
Seventh Street Garage 645 N. Virgil Ave Los Angeles, CA 90004		Phone No:	(310) 856-1980		
		Secondary Lots: 701 Sanford Ave Wilmington, CA 90744			
Auction: Mondays		701 Sanford Ave Wilmington, CA 90744			

10.6 Service Area 6

Service Area:	6	Contract No:	PENDING	Expiration:	PENDING
Hollywood Tow Service 1015 N. Mansfield Ave Hollywood, CA 90038		Phone No:	(323) 466-8583		
		Secondary Lots:			
		2119 E. 25 th St Los Angeles, CA 90058 1615 E. Adams Blvd Los Angeles, CA 90011			
Auction: Thursdays		1015 N. Mansfield Ave Hollywood, CA 90038			

10.7 Service Area 7

Service Area:	7	Contract No:	C-129767	Expiration:	6/26/2027
S&J Wilshire Tow 2400 W. Washington Bl Los Angeles, CA 90018		Phone No:	(323) 734-3137		
		Secondary Lots:			
		8521 Tujunga Ave Sun Valley 91352			
		1907 W. Gage Ave Los Angeles, CA 90047			
		1816 Oak St Los Angeles, CA 90015			
Auction: Wednesdays		2368 W. Washington Blvd Los Angeles, CA 90018			

10.8 Service Area 8

Service Area:	8	Contract No:	C-130128	Expiration:	08/21/27
Quick Silver Towing 1981 Cotner Ave Los Angeles, CA 90016		Phone No:	(310) 478-1201		
		Secondary Lots:			
Auction: Wednesdays		1981 Cotner Ave Los Angeles, CA 90025			

10.9 Service Area 9

Service Area:	9	Contract No:	C-131691	Expiration:	1/25/2028
Keystone Towing, Inc. 7817 Woodley Ave Van Nuys, CA 91406		Phone No:	(818) 782-1996		
		Secondary Lots:			
		16345 Raymer St Van Nuys, CA 91406			
		16139 Stagg St Van Nuys, CA 91406			
		7877 Woodley Ave Van Nuys, CA 91406			
Auction: Thursdays		16139 Stagg St Van Nuys, CA 91406			

10.10 Service Area 10

Service Area:	10	Contract No:	C-129766	Expiration:	2/6/2027
Jon's Towing 7930 Deering Ave Canoga Park, CA 91304		Phone No:	(818) 884-5600		
		Secondary Lots:			
Auction: Tuesdays					

10.11 Service Area 11

Service Area:	11	Contract No:	PENDING	Expiration:	PENDING
Viertel's Northeast 2010 N. Figueroa St Los Angeles, CA 90012		Phone No:	(323) 342-0342		
		Secondary Lots:			
		704 N. Mission Rd Los Angeles, CA 90033			
		1951 McGarry St Los Angeles, CA 90058			
		401 W. Ave 33 Los Angeles, CA 90031			
Auction: Fridays		401 W. Ave 33 Los Angeles, CA 90031			

10.12 Service Area 12

Service Area:	12	Contract No:	C-129765	Expiration:	10/20/2027
Al's Towing 6180 St. Andrews Pl Los Angeles, CA 90047		Phone No:	(323) 778-4903		
		Secondary Lots: 1919-1952 W. Gage Ave Los Angeles, CA 90047			
Auction: Wednesdays		1919 W. Gage Ave Los Angeles, CA 90047			

10.13 Service Area 13

Service Area:	13	Contract No:	C-129787	Expiration:	4/24/2027
US Tow, Inc. 2119 E. 25 th St Los Angeles, CA 90058		Phone No:	(213) 749-7100		
		Secondary Lots: 1615 E. Adams Bl Los Angeles, CA 90058			
Auction: Thursdays		2119 E. 25 th St Los Angeles, CA 90058			

10.14 Service Area 14

Service Area:	14	Contract No:	PENDING	Expiration:	PENDING
Bruffy's Tow 11101 S. Hindry Ave Los Angeles, CA 90045		Phone No:	(310) 395-0084		
		Secondary Lots:			
		4130 Glencoe Ave Venice, CA 90292 8521 Tujunga Ave Sun Valley, CA 91352			
Auction: Tuesdays		11101 S. Hindry Ave Los Angeles, CA 90045			

10.15 Service Area 15

Service Area:	15	Contract No:	C-139622	Expiration:	12/14/26*
Black & White Garage 10857 San Fernando Rd Pacoima, CA 91331		Phone No:	(818) 896-9511		
		Secondary Lots: 11303 San Fernando Rd Pacoima, CA 91331			
Auction: Wednesdays		11303 San Fernando Rd Pacoima, CA 91331			

10.16 Service Area 16

Service Area:	16	Contract No:	PENDING	Expiration:	PENDING
Black & White Garage 10857 San Fernando Rd Pacoima, CA 91331		Phone No:	(818) 896-9511		
		Secondary Lots: 11303 San Fernando Rd Pacoima, CA 91331			
Auction: Wednesdays		11303 San Fernando Rd Pacoima, CA 91331			

10.17 Service Area 17

Service Area:	17	Contract No:	C-129764	Expiration:	11/28/26
Ross Baker Towing 8750 Vanalden Ave Northridge, CA 91324		Phone No:	(818) 886-7411		
		Secondary Lots:			
		16345 Raymer St Van Nuys, CA 91406 8724 Vanalden St Northridge, CA 91324			
Auction: Thursdays		16139 Stagg St Van Nuys, CA 91406			

10.18 Service Area 18

Service Area:	18	Contract No:	PENDING	Expiration:	PENDING
Kelmark Tow 620 E. 111 th Place Los Angeles, CA 90059		Phone No:	(323) 779-3202		
		Secondary Lots:			
Auction: Thursdays		620 E. 111 th Pl. Los Angeles, CA 90059			

10.31 Heavy Duty Towing - Citywide

Service Area:	ALL	Contract No:	C-131691	Expiration:	10/31/27*
Pepe's Towing Service 220 N. Brand Ave Wilmington, CA 90744		Phone No:	(424) 703-6200		
		Secondary Lots: 918 S. Boyle Ave Los Angeles, CA 90023			
Auction: Thursdays		220 N. Broad Ave Wilmington, CA 90744			

20 DEFINITIONS

The following definitions and acronyms establish the terminology used throughout this manual.

- 20.1 **Authorization Form** means the Authorization for Vehicle Recycling and/or Dismantling Form. It functions as an official work order and payment authorization issued to an OPG by CID, directing the OPG to transport the specified vehicle to a contracted Auto Dismantler for lawful disposal and recycling. The Authorization Form constitutes the Board's formal approval for dismantling and serves as the OPG's and the dismantler's documentation of entitlement to reimbursement for work performed.
- 20.2 **Auto Release Portal** means a proprietary, secure web-based system owned and operated by the OPG Association of Los Angeles. It contains sensitive and confidential information regarding the status of vehicles under investigation and vehicles placed on evidence hold, including biographical details of properly interested persons. The portal is used by authorized LAPD investigators to communicate directly with OPGs regarding forensic processing, evidence holds, and the release of vehicles.
- 20.3 **Board** means, the Board of Police Commissioners, the civilian oversight body of the Los Angeles Police Department, empowered under the City Charter and LAMC to regulate, administer, and enforce municipal towing operations.
- 20.4 **CHP** means, the California Highway Patrol, the statewide law enforcement agency responsible for traffic safety and enforcement of commercial vehicle regulations applicable to towing operations.
- 20.5 **CID** means, Commission Investigation Division, the enforcement and compliance arm of the Board responsible for inspections, investigations, audits, and regulatory enforcement of Official Police Garages.
- 20.6 **City** refers to the City of Los Angeles
- 20.7 **City-Directed Impound** means a tow or removal of a vehicle ordered or directed by a City employee authorized to remove vehicles under CVC §§ 22651, 22655.5, 22850, or any similar state or local statute. A City-directed impound may occur on public or private property and is performed exclusively by an OPG.
- 20.8 **Commanding Officer, CID** refers to the sworn LAPD Commanding Officer assigned to oversee Commission Investigation Division, responsible for directing CID personnel, ensuring enforcement of Board-issued rules, and coordinating

investigative and compliance activities related to Official Police Garages, municipal towing operations and other Board permit activities.

- 20.9 **Contract** refers to the formal agreement between the City of Los Angeles and an Official Police Garage contractor establishing operational, fiscal, and compliance obligations.
- 20.10 **CVC** refers to California Vehicle Code
- 20.11 **Dealer** See section 333 of this manual for definition and OPG prohibitions.
- 20.12 **Directive** (may be used interchangeably) and means any rule, order, or policy issued by the Board or the Executive Director under delegated authority, binding upon all OPGs.
- 20.13 **DMV** means, the California Department of Motor Vehicles, responsible for vehicle registration, licensing, and regulatory requirements applicable to tow operators and commercial vehicles.
- 20.14 **DMV Form REG 462** means the official DMV form used by a law-enforcement agency to authorize the disposal, dismantling, or recycling of a vehicle removed under Vehicle Code authority. The form certifies that statutory notice, holding periods, and valuation requirements have been satisfied and provides the tow operator with legal authorization to release the vehicle to a licensed dismantler or recycler.
- 20.15 **Electric-Drive Vehicle** means any motor vehicle that uses an electric motor for propulsion, either exclusively or in combination with an internal combustion engine, and that is equipped with a RESS as defined in Title 13, California Code of Regulations (CCR) §1962.2. Electric-Drive Vehicles include, but are not limited to, Battery Electric Vehicles (BEVs), Plug-In Hybrid Electric Vehicles (PHEVs), Hybrid Electric Vehicles (HEVs), and Fuel-Cell Electric Vehicles (FCEVs).
- 20.16 **Extraordinary Event** See section 351 of this manual for definition and operational guidelines.
- 20.17 **Executive Director** means, the Executive Director of the Board of Police Commissioners, serving as the Board's designee, responsible for the oversight of the administration and enforcement of Board-issued rules, policies, and contractual requirements.
- 20.18 **Field Release** occurs when lawful possession of a vehicle has been obtained by the tow operator, no impound authority exists other than a parking violation, the tow truck has not departed the location, the properly interested person is

present at the scene and demands the vehicle's return, and that person satisfies all required payment terms. Under these conditions, the tow company shall release the vehicle at the scene and may charge no more than one-half of the applicable towing rate pursuant to Board Rules.

- 20.19 **HCMH** means the House Car Motorhome Program. The program ran from July 25, 2017 until August 16, 2024 when it was replaced and expanded upon by the Vehicle Recycling Program (VRP). The program was developed to reimburse OPGs for unclaimed and junked motorhomes. However, "HCMH" remains as an adopted reimbursement code through the VIIC. OPGs seeking reimbursement through either the VRP or HCMH, must code such vehicles as "HCMH" within VIIC.
- 20.20 **Impound Report, vehicle report, or "CHP-180"** means the standardized CHP vehicle storage and impound reporting form, or any Department-recognized electronic equivalent, used to document the statutory authority, circumstances, condition, and disposition of a stored or impounded vehicle.
- 20.21 **Inspection** refers to a compliance evaluation performed by CID to assess OPG facilities, equipment, records, and operational practices.
- 20.22 **Involuntary Private-Property Tow** means the towing of a vehicle located on private property that is requested or authorized by a person other than the vehicle's properly interested person, including a property owner, lessee, manager, or authorized agent, and conducted pursuant to CVC § 22658. This tow is non-consensual and requires written authorization from a person physically present at the time of removal. Such towing may be performed by an OPG only when operating outside the scope of its City contract and solely in the capacity of a private towing operator. These tows are not City-directed impounds and shall not be represented as such.
- 20.23 **LAMC** means, the Los Angeles Municipal Code, the codified laws of the City of Los Angeles, including provisions governing towing operations, Official Police Garages, rates, and enforcement authority.
- 20.24 **LAPD or Department** means, the Los Angeles Police Department.
- 20.25 **NHTSA** means the Federal National Highway Transportation Safety Administration
- 20.26 **Non-Consensual Private-Property Tow** means the involuntary removal of a vehicle from privately owned property when authorized by a person or entity other than the vehicle's owner or operator, and conducted pursuant to the

requirements of California Vehicle Code § 22658 or applicable local law. Such tows are not City-directed impounds, and may only be performed when the towing company is acting solely as a private towing operator and outside the scope of its City contract.

- 20.27 **Non-performing Bidder** means any person places a winning bid during a lien-sale auction but fails to complete the mandatory post-bid requirements, such as paying the bid amount, submitting the required deposit, or executing necessary paperwork, thereby invalidating the bid and disrupting the lawful progression of the lien-sale process.
- 20.28 **OPG** means, Official Police Garage.
- 20.29 **Owner-requested Tow** means a tow requested or authorized by the vehicle's properly interested person, including tows resulting from accidents, collisions, breakdowns, mechanical failures, or disabled-vehicle situations, regardless of whether the vehicle is located on public or private property. Such towing may be performed by an OPG when acting outside the scope of its City contract and solely in the capacity of a private towing operator.
- 20.30 **Police Permit Review Panel (PPRP)** operates with delegated authority from the Board of Police Commissioners. The Panel is responsible for the issuance of permits involving First Amendment–protected commercial permitting activities, and for the denial, suspension, or revocation of all other Police Commission-regulated permits within the scope of authority granted by the Board.
- 20.31 **Possession** occurs when a tow operator has been explicitly directed by an authorized official to impound an unoccupied vehicle, and the unoccupied vehicle has been attached to the tow truck by means of a winch line, tow hook, clamp, wheel lift, or scoop. Once these two conditions are met, the tow operator has lawful possession, and the owner must follow the release procedures. Once a vehicle is in the possession of a tow operator, the legal or registered owner may only regain possession by paying lawfully applied towing and storage charges and any other Board-approved fees. The fees shall conform with standard field-release procedures when appropriate.
- 20.32 **Properly Interested Person** means the legal owners and their agents, registered owners, lessees, and persons last having lawful possession of the vehicle and who are in possession of the keys to the vehicle and have identification.

- 20.33 **Proxy Bidders** means any individual or coordinated group with a business or personal relationship that is not at an "arm's length," meaning a relationship close enough to create a potential conflict of interest, shared financial interest, or that could exert improper influence over the auction outcome (including price inflation), who participates as a bidder.
- 20.34 **Qualified Bidder** means any person who appears at the time and place of a public vehicle auction and is permitted to attend and participate in bidding. Individuals may not be excluded from attending or bidding except for reasonable cause demonstrating that the person poses a safety or security risk, or has previously engaged in, or is presently engaged in, fraudulent conduct related to vehicle purchases or interference with lien-sale proceedings. No person attending in-person auctions shall be required to place a deposit, provide financial guarantees, or meet any other monetary or pre-qualification conditions to appear or bid. Qualified online bidders may be required to provide a credit card or account information solely for identity verification, consistent with established and publicly posted terms of service. Under no circumstances may any charge, hold, pre-authorization, or fee be applied for identity-verification purposes.
- 20.35 **Repair-Associated Collusion, Kickback, or Illicit Tow (RACKITs)** means any coordinated, conspiratorial, or referral-based arrangement between a tow operation and an auto repair facility for the purpose of inflating charges, obstructing release, inducing repair authorizations, or otherwise wrongfully retaining a motor vehicle.
- 20.36 **RESS** means Rechargeable Energy Storage Systems as it pertains to Electric Drive Vehicles.
- 20.37 **Sealed Bid** means a confidential or non-public offer submitted in a closed or secure format that remains hidden from all other bidders until a designated time.
- 20.38 **Service Area** refers to the contractually agreed-upon geographic boundary assigned to each OPG pursuant to LAMC §80.77.4(B)(1).
- 20.39 **Storage Facility** refers to a Board-approved location where vehicles towed by an OPG are stored, secured, and released in accordance with municipal requirements.
- 20.40 **Theft of Possessory Lien** See section 351 for definition and procedures regarding such thefts.
- 20.41 **TRAP** means the Taskforce for Regional Auto Theft Prevention, which is a Los Angeles County regional, multi-jurisdictional, multi-agency taskforce, which

investigates, prosecutes, and deters vehicle theft and vehicle fraud on a coordinated and cooperative basis.

- 20.42 **VRP** means the Vehicle Recycling Program which is the Department’s authorized dismantling and recycling initiative for recreational vehicles and other oversized vehicles, effective August 16, 2024. The VRP replaces the former House Car Motor Home (HCMH) program and establishes dedicated reimbursement funding for OPGs that tow, store, and ultimately dismantle qualifying vehicles. Reimbursement is provided only when the vehicle is fully dismantled and recycled, ensuring these unsafe, dilapidated vehicles are permanently removed from circulation and preventing their return to City streets through low-value auction purchases.
- 20.43 **VIIC** means, the Vehicle Information Impound Center and refers to a proprietary system owned by the OPG Association that is only accessed by CID for contract administration and billing purposes.

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100 ANNUAL TOWING AND STORAGE RATES

Pursuant to the authority granted under California Vehicle Code Section 22651.07 and Los Angeles Municipal Code Section 80.77.4, the Board of Police Commissioners shall establish towing and storage rates for vehicles removed at the direction of City employees (“City-directed impounds”). These rates apply to all Official Police Garages and to any private towing company operating or conducting business within the City of Los Angeles and shall govern all such tows whether initiated by a public agency or a private party. The sole exception applies when a tow operator performs a removal under a separate governmental contract and the tow is ordered directly by the contracting agency.

These rates are subject to annual review and approval by the Board to ensure compliance with state law, alignment with municipal policy, and consistency with the operational costs associated with maintaining a towing and storage business.

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City of Los Angeles
OFFICIAL POLICE GARAGE
TOWING & STORAGE RATES



Effective Date:
January 1, 2020

	2020 Rate for Payment by Credit Card	2020 Discounted Rate for Payment by a Means Other than Credit Card
TOW RATES		
Standard Vehicle for the first hour or fraction thereof	\$ 137.00	\$ 134.00
Standard Vehicle for each additional half-hour or fraction thereof beyond the first hour	\$ 68.00	\$ 66.50
Upright Heavy-Duty Vehicle for the first hour or fraction thereof	\$ 263.00	\$ 257.00
Upright Heavy-Duty Vehicle for each additional half-hour or fraction thereof beyond the first hour	\$ 131.50	\$ 128.50
Per hour or fraction thereof for each additional person required	\$ 58.50	\$ 57.00
Specialized equipment required – heavy duty removal for the first hour or fraction thereof	\$ 396.00	\$ 387.50
Hazardous or dangerous cargo - heavy duty removal	\$ 593.50	\$ 580.50
DAILY STORAGE RATES		
Standard Vehicle	\$ 42.50	\$ 41.50
Trucks Over One Ton		
-Trucks, Boats and trailers Under 20'	\$ 47.00	\$ 46.00
-Trucks, Boats and trailers 20' to 40'	\$ 60.00	\$ 58.50
-Trucks, Boats and trailers over 40'	\$ 74.50	\$ 73.00
Motorcycles	\$ 12.00	\$ 11.50
Major Component Parts	\$ 8.50	\$ 8.50
Bulk Items per Square Foot	\$ 0.50	\$ 0.50
MISCELLANEOUS RATES		
Mileage Rate (<i>per mile</i>)	\$ 7.50	\$ 7.50
Removal of Stolen Component Parts	\$ 77.00	\$ 75.50
Removal of Bulk Items	\$ 137.00	\$ 134.00

Approved by the Los Angeles Board of Police Commissioners.
Rates are effective 1/1/2020.
Reference: BPC #19-0271 and BPC #19-0291



City of Los Angeles
OFFICIAL POLICE GARAGE
TOWING & STORAGE RATES
 Effective Date:
 January 1, 2021



	2021 Rate for Payment by Credit Card	2021 Discounted Rate for Payment by a Means Other than Credit Card
TOW RATES		
Standard Vehicle for the first hour or fraction thereof	\$ 139.50	\$ 136.50
Standard Vehicle for each additional half-hour or fraction thereof beyond the first hour	\$ 69.50	\$ 68.00
Upright Heavy-Duty Vehicle for the first hour or fraction thereof	\$ 268.00	\$ 262.00
Upright Heavy-Duty Vehicle for each additional half-hour or fraction thereof beyond the first hour	\$ 134.00	\$ 131.00
Per hour or fraction thereof for each additional person required	\$ 59.50	\$ 58.00
Specialized equipment required – heavy duty removal for the first hour or fraction thereof	\$ 405.00	\$ 395.50
Hazardous or dangerous cargo - heavy duty removal	\$ 606.00	\$ 592.00
Upright Medium-Duty Motorhome GVWR 10,001 to 26,000 lbs.*	\$ 606.00	\$ 592.00
DAILY STORAGE RATES		
Standard Vehicle	\$ 43.50	\$ 42.50
Trucks Over One Ton		
-Trucks, Boats and trailers Under 20'	\$ 48.00	\$ 47.00
-Trucks, Boats and trailers 20' to 40'	\$ 61.00	\$ 59.50
-Trucks, Boats and trailers over 40'	\$ 76.00	\$ 74.50
Motorcycles	\$ 12.00	\$ 11.50
Major Component Parts	\$ 8.50	\$ 8.50
Bulk Items per Square Foot	\$ 0.50	\$ 0.50
MISCELLANEOUS RATES		
Mileage Rate (<i>per mile</i>)	\$ 7.50	\$ 7.50
Removal of Stolen Component Parts	\$ 79.00	\$ 77.00
Removal of Bulk Items	\$ 139.50	\$ 136.50

- Any other vehicle with a GVWR of 10,001 lbs. and over will use the heavy-duty rate.

Approved by the Los Angeles Board of Police Commissioners.
 Rates are effective 1/1/2021.
 Reference: BPC #20-0160 and BPC #20-0187



City of Los Angeles
OFFICIAL POLICE GARAGE
TOWING & STORAGE RATES

Effective Date:

January 1, 2022

	2022 Rate for Payment by Credit Card	2022 Discounted Rate for Payment by a Means Other than Credit Card
TOW RATES		
Standard Vehicle for the first hour or fraction thereof	\$ 145.50	\$ 142.00
Standard Vehicle for each additional half-hour or fraction thereof beyond the first hour	\$ 72.00	\$ 70.50
Upright Heavy-Duty Vehicle for the first hour or fraction thereof	\$ 279.00	\$ 272.50
Upright Heavy-Duty Vehicle for each additional half-hour or fraction thereof beyond the first hour	\$ 139.50	\$ 136.00
Per hour or fraction thereof for each additional person required	\$ 62.00	\$ 60.50
Specialized equipment required – heavy duty removal for the first hour or fraction thereof	\$ 421.50	\$ 411.50
Hazardous or dangerous cargo - heavy duty removal	\$ 630.50	\$ 615.50
Upright Medium-Duty Motorhome GVWR 20,002 to 26,000 lbs*	\$ 630.50	\$ 615.50
DAILY STORAGE RATES		
Standard Vehicle	\$ 45.00	\$ 44.00
Trucks Over One Ton		
-Trucks, Boats and trailers Under 20'	\$ 50.00	\$ 49.00
-Trucks, Boats and trailers 20' to 40'	\$ 63.50	\$ 62.00
-Trucks, Boats and trailers over 40'	\$ 79.50	\$ 77.50
Motorcycles	\$ 12.50	\$ 12.00
Major Component Parts	\$ 9.00	\$ 9.00
Bulk Items per Square Foot	\$ 0.50	\$ 0.50
MISCELLANEOUS RATES		
Mileage Rate (<i>per mile</i>)	\$ 8.00	\$ 8.00
Removal of Stolen Component Parts	\$ 82.00	\$ 80.00
Removal of Bulk Items	\$ 145.50	\$ 142.00
Maximum Reimbursement for Salvage Vehicles	DNA	\$ 615.50

*Any other vehicle with a GVWR OF 10,001 lbs. and over will use the heavy-duty rate.

Approved by the Los Angeles Board of Police Commissioners
References: BPC #21-195 and BPC #21-229



City of Los Angeles
OFFICIAL POLICE GARAGE
TOWING & STORAGE RATES



Effective Date:

January 1, 2023

	2023 Rate for Payment by Credit Card	2023 Discounted Rate for Payment by a means Other than Credit Card
TOW RATES		
Standard Vehicle for the first hour or fraction thereof	\$ 156.50	\$ 153.00
Standard Vehicle for each additional half-hour or fraction thereof beyond the first hour	\$ 78.00	\$ 76.00
Upright Heavy-Duty Vehicle for the first hour or fraction thereof	\$ 300.50	\$ 293.50
Upright Heavy-Duty Vehicle for each additional half-hour or fraction thereof beyond the first hour	\$ 150.00	\$ 146.50
Per hour or fraction thereof for each additional person required	\$ 66.50	\$ 65.00
Specialized equipment required – heavy duty removal for the first hour or fraction thereof	\$ 453.50	\$ 443.00
Hazardous or dangerous cargo - heavy duty removal	\$ 678.50	\$ 662.50
Upright Medium-Duty Motorhome GVWR 10,001 to 26,000 lbs.*	\$ 678.50	\$ 662.50
DAILY STORAGE RATES		
Standard Vehicle	\$ 48.50	\$ 47.50
Trucks Over One Ton		
- Trucks, Boats and trailers Under 20'	\$ 54.00	\$ 52.50
- Trucks, Boats and trailers 20' to 40'	\$ 68.00	\$ 66.50
- Trucks, Boats and trailers over 40'	\$ 85.50	\$ 83.50
Motorcycles	\$ 13.50	\$ 13.00
Major Component Parts	\$ 9.50	\$ 9.50
Bulk Items per Square Foot	\$ 0.50	\$ 0.50
MISCELLANEOUS RATES		
Mileage Rate (<i>per mile</i>)	\$ 8.50	\$ 8.50
Removal of Stolen Component Parts	\$ 88.00	\$ 86.00
Removal of Bulk Items	\$ 156.50	\$ 153.00
Maximum Reimbursement for Salvage Vehicles	DNA	\$ 662.50

- Any other vehicle with a GVWR of 10,001 lbs. and over will use the heavy-duty rate.

Approved by the Los Angeles Board of Police Commissioners.

Rates are effective 1/1/2023.

Reference: BPC #22-239 and BPC #22-277



City of Los Angeles
OFFICIAL POLICE GARAGE
TOWING & STORAGE RATES
 Effective Date:
 January 1, 2024



	2024 Rate for Payment by Credit Card	2024 Discounted Rate for Payment by a means Other than Credit Card
TOW RATES		
Standard Vehicle for the first hour or fraction thereof	\$ 162.00	\$ 158.00
Standard Vehicle for each additional half-hour or fraction thereof beyond the first hour	\$ 80.50	\$ 78.50
Upright Heavy-Duty Vehicle for the first hour or fraction thereof	\$ 311.00	\$ 303.50
Upright Heavy-Duty Vehicle for each additional half-hour or fraction thereof beyond the first hour	\$ 155.50	\$ 151.50
Per hour or fraction thereof for each additional person required	\$ 68.50	\$ 67.00
Specialized equipment required – heavy duty removal for the first hour or fraction thereof	\$ 469.50	\$ 458.00
Hazardous or dangerous cargo - heavy duty removal	\$ 701.50	\$ 684.50
Upright Medium-Duty Motorhome GVWR 10,001 to 26,000 lbs.*	\$ 701.50	\$ 684.50
DAILY STORAGE RATES		
Standard Vehicle	\$ 50.00	\$ 49.00
Trucks Over One Ton		
-Trucks, Boats and trailers Under 20'	\$ 55.50	\$ 54.00
-Trucks, Boats and trailers 20' to 40'	\$ 70.00	\$ 68.50
-Trucks, Boats and trailers over 40'	\$ 88.50	\$ 86.50
Motorcycles	\$ 14.00	\$ 13.50
Major Component Parts	\$ 10.00	\$ 10.00
Bulk Items per Square Foot	\$ 0.50	\$ 0.50
MISCELLANEOUS RATES		
Mileage Rate (<i>per mile</i>)	\$ 9.00	\$ 9.00
Removal of Stolen Component Parts	\$ 91.00	\$ 89.00
Removal of Bulk Items	\$ 162.00	\$ 158.00
Maximum Reimbursement for Salvage Vehicles	DNA	\$ 684.50

- Any other vehicle with a GVWR of 10,001 lbs. and over will use the heavy-duty rate.

Approved by the Los Angeles Board of Police Commissioners.
 Rates are effective 1/1/2024.

Reference: BPC #23-212 and BPC #23-251



City of Los Angeles
OFFICIAL POLICE GARAGE
TOWING & STORAGE RATES
 Effective Date:
 January 1, 2025



	2025 Rate for Payment by Credit Card	2025 Discounted Rate for Payment by a means Other than Credit Card
TOW RATES		
Standard Vehicle for the first hour or fraction thereof	\$ 195.00	\$ 190.00
Standard Vehicle for each additional half-hour or fraction thereof beyond the first hour	\$ 96.00	\$ 94.00
Upright Heavy-Duty Vehicle for the first hour or fraction thereof	\$ 373.00	\$ 364.00
Upright Heavy-Duty Vehicle for each additional half-hour or fraction thereof beyond the first hour	\$ 187.00	\$ 182.00
Per hour or fraction thereof for each additional person required	\$ 82.00	\$ 80.00
Specialized equipment required – heavy duty removal for the first hour or fraction thereof	\$ 564.00	\$ 550.00
Hazardous or dangerous cargo - heavy duty removal	\$ 841.00	\$ 821.00
Upright Medium-Duty Motorhome GVWR 10,001 to 26,000 lbs.*	\$ 841.00	\$ 821.00
DAILY STORAGE RATES		
Standard Vehicle	\$ 60.00	\$ 59.00
Trucks Over One Ton		
-Trucks, Boats and trailers Under 20'	\$ 67.00	\$ 65.00
-Trucks, Boats and trailers 20' to 40'	\$ 84.00	\$ 82.00
-Trucks, Boats and trailers over 40'	\$ 107.00	\$ 104.00
Motorcycles	\$ 16.00	\$ 16.00
Major Component Parts	\$ 12.00	\$ 12.00
Bulk Items per Square Foot	\$ 1.00	\$ 1.00
MISCELLANEOUS RATES		
Mileage Rate (<i>per mile</i>)	\$ 11.00	\$ 11.00
Removal of Stolen Component Parts	\$ 110.00	\$ 107.00
Removal of Bulk Items	\$ 195.00	\$ 190.00
Maximum Reimbursement for Salvage Vehicles	DNA	\$ 821.00

- Any other vehicle with a GVWR of 10,001 lbs. and over will use the heavy-duty rate.

Approved by the Los Angeles Board of Police Commissioners.
 Rates are effective 1/1/2025.

Reference: BPC #24-303 and BPC #24-321



City of Los Angeles
OFFICIAL POLICE GARAGE
TOWING & STORAGE RATES



Effective Date:

January 1, 2026

	2026 Rate for Payment by Credit Card	2026 Discounted Rate for Payment by a means Other than Credit Card
TOW RATES		
Standard Vehicle for the first hour or fraction thereof	\$ 220.00	\$ 215.00
Standard Vehicle for each additional half-hour or fraction thereof beyond the first hour	\$ 109.00	\$ 106.00
Upright Heavy-Duty Vehicle for the first hour or fraction thereof	\$ 400.00	\$ 390.00
Upright Heavy-Duty Vehicle for each additional half-hour or fraction thereof beyond the first hour	\$ 200.00	\$ 195.00
Per hour or fraction thereof for each additional person required	\$ 90.00	\$ 88.00
Specialized equipment required – heavy duty removal for the first hour or fraction thereof	\$ 600.00	\$ 585.00
Hazardous or dangerous cargo - heavy duty removal	\$ 850.00	\$ 829.00
Upright Medium-Duty Motorhome GVWR 10,001 to 26,000 lbs.*	\$ 850.00	\$ 829.00
DAILY STORAGE RATES		
Standard Vehicle	\$ 68.00	\$ 66.00
Trucks Over One Ton		
-Trucks, Boats and trailers Under 20'	\$ 75.00	\$ 73.00
-Trucks, Boats and trailers 20' to 40'	\$ 94.00	\$ 92.00
-Trucks, Boats and trailers over 40'	\$ 119.00	\$ 116.00
Motorcycles	\$ 18.00	\$ 18.00
Major Component Parts	\$ 13.00	\$ 13.00
Bulk Items per Square Foot	\$ 1.00	\$ 1.00
MISCELLANEOUS RATES		
Mileage Rate (<i>per mile</i>)	\$ 12.00	\$ 12.00
Removal of Stolen Component Parts	\$ 124.00	\$ 121.00
Removal of Bulk Items	\$ 220.00	\$ 215.00
EV Surcharge	\$ 77.00	\$ 75.00

- Any other vehicle with a GVWR of 10,001 lbs. and over will use the heavy-duty rate.

Approved by the Los Angeles Board of Police Commissioners.
Rates are effective 1/1/2026.

Reference: BPC #25-326

110 VEHICLE RECYCLING PROGRAM

(Effective September 12, 2024)

111 Storage Space Reporting

Clearing City streets of dilapidated or abandoned RVs and other oversized vehicles requires precise coordination and a substantial deployment of municipal resources. When the City commits this level of operational and financial investment, it is essential that contracted tow providers respond as required to ensure the successful completion of these clean-up operations.

Accordingly, OPGs are mandated to provide weekly reports to CID detailing the available oversized-vehicle storage capacity at each of their respective lots. OPGs shall comply with all CID directives regarding reporting deadlines, reporting format, and submission method, and shall ensure that all information provided is accurate, timely, and complete.

The information provided is shared with City partners to ensure smooth coordination.

112 Citywide Mutual Aid (VRP)

Previously, only with specific permission from CID would OPG contractors enter neighboring service areas to complete tows. While this will remain the case for standard duty towing (there shall continue to be no encroachment into other service areas), efforts surrounding either the City Administrative Officer's (CAO) Cleaning and Rapid Engagement (CARE+) operations, the Mayor's Inside Safe Initiative, or another similar initiative, will permit neighboring OPGs with space or resources to enter another service area to assist with towing.

OPG management that is requested to enter another service area is permitted to do so but shall first make a telephonic notification to the affected OPG. The notification should include:

- Date and time of request
- Location (or address) of the service request
- Identify the requesting agency (e.g., LAPD, LADOT, etc.). The requesting party shall be a City employee with impound authority ready to impound, not Council District or CAO representatives.
- The name of the notified employee at the affected OPG (this should be a dispatcher or manager) OR the CID employee who directed the OPG to handle the service request.

The affected OPG shall only reject the notification if they can immediately respond to the service request and properly store the concerned vehicle or (if appropriate) transport it to an auto dismantler.

Note: This requirement is waived if the OPG has reported to CID that they have no available space for oversized vehicle storage or they have otherwise failed to complete a weekly report.

113 Adjustment to the Reimbursement Schedule

Effective August 16, 2024, the House Car Motor Home program will be phased out and replaced by the Vehicle Recycling Program. The reimbursement for towing and storage of RVs, boats, vessels, and other over-sized vehicles for City-directed impounds is hereby implemented.

Reimbursements shall continue to be tracked through the Vehicle Information Impound Center (VIIC). Email reimbursement requests should be sent to pcaudits@lapd.online.

114 Vehicle Recycling Authorizations

For qualified vehicles, OPG Liaison Officers will issue an “*Authorization for Vehicle Dismantling and/or Recycling*” (Authorization form) work order.

OPGs shall not request an Authorization form until the concerned vehicle has cleared all legal holds (such as property interest claims or lien holds) before requesting an Authorization form from an OPG liaison officer. Completing the legal process is the OPGs responsibility for all vehicles not deemed “junked” by an authorized vehicle appraiser. Upon issuance of an Authorization form, the liaison officer shall record the date of issuance on the form. The issuance date shall not be altered, left blank, or otherwise manipulated.

To be eligible for the “Heavy-Duty” surcharge, OPG operators shall ensure that the liaison officer has noted “Heavy Duty” within the notes section of the Authorization form before accepting the signed form. OPG employees shall not alter the form or add the term “heavy duty” to the form after the liaison officer has signed and distributed the form.

Alterations to a signed work order are prohibited and will result in severe sanctions against the concerned OPG.

Note: Management shall train their employees to know that altering an Authorization form is strictly forbidden and will result in severe consequences. As a reminder, CID will compare submitted forms with the original form (as retained by the OPG liaison officer), so such allegations will be difficult to refute.

Management shall contact an OPG section supervisor, CID if an error on an existing Authorization form is identified (such as “heavy duty” was not correctly notated) for resolution.

115 Authorization Form Indemnity

Police Officers authorized to issue dismantling authorization orders are not, as a matter of practice, informed of ongoing lien, reclamation, ownership, or other legally-protected interests asserted by properly interested persons. Because officers do not have access to the full scope of lienholder notifications, statutory waiting periods, or reclamation attempts, an officer's authorization order cannot and does not relieve an OPG of its independent legal obligations.

Accordingly, it is the exclusive responsibility of the OPG to verify, prior to dismantling, that the vehicle has cleared all statutory requirements, including but not limited to lien processing, notification obligations, reclamation windows, and any other legally mandated hurdles. No vehicle may be dismantled based solely on a police officer's authorization order. The OPG must ensure full legal compliance regardless of any verbal or written direction from an officer, and shall maintain documentation demonstrating that all legal prerequisites were satisfied before dismantling occurs.

116 City-Contracted Vehicle Recycler

The CID officer will provide the OPG with two copies of the Authorization form (the OPG should retain one for their reimbursement submission and give the other copy to SA Recycling upon delivery of the concerned vehicle). OPGs may then tow the vehicle to one of the following SA Recycling facilities (subject to change):

SA Recycling
8250 Tujunga Ave
Sun Valley, CA 91325
(818) 767-4388

SA Recycling
10313 Alameda St
Los Angeles, CA 90002
(323) 564-5601

117 Documentation Required for Dismantling

The following documentation is required for SA Recycling to accept the vehicle:

- Authorization for Vehicle Dismantling and/or Recycling (CID Form), **AND**
- Bill of Sale, Title, Lien Sale Documents, **OR**
- REG 462 form or Junk Lien/slip.

SA Recycling will dispose of any vehicle regardless of whether or not it contains wastewater, propane, or other safely stored chemicals. However, tow operators are still responsible for ensuring a vehicle is safe for transport.

Occasionally, during RV encampment operations, OPGs may receive a REG 462 and an authorization form while on-scene. Absent any other, ongoing lien, reclamation, ownership, or other legally-protected interests asserted by properly interested persons, the OPG may continue to tow the vehicle directly to the nearest authorized auto dismantler facility so that the vehicle may be dismantled (in such cases, the OPG is

eligible for the “single-trip” reimbursement as indicated within the reimbursement schedule below).

120 VRP Reimbursement Schedule – Premium Rate

120.1 2024 – 2026 Premium Rate

(Effective August 16, 2024)

OPG Reimbursement Schedule
Vehicle Recycling Program eligible vehicles only
PREMIUM RATE
Effective August 16, 2024

Work performed	Maximum reimbursement
Medium-duty oversized vehicle direct tow (single trip) VRP Qualified vehicle.	\$440.00
Medium-duty oversized vehicle. Two or more trips and any necessary storage (includes transportation surcharge)	\$650.00 <u>\$200.00</u> \$850.00
Heavy-duty (HD) tow (surcharge/supplemental) towing and storage (if needed). Must be a qualified HD tow provided by a City HD contractor (or as specifically approved by CID due to HD contractor unavailability).*	\$650.00 \$200.00 <u>\$400.00</u> \$1,250.00
Cargo Trailer, Boat, or another non-oversized vehicle eligible for disposal under the VRP. Two or more trips and any necessary storage (per vehicle).	\$440.00

* The SA Recycling work order which shall (1) be completed by a CID employee must have “heavy duty” written within the notes section of the “*Authorization for Vehicle Dismantling and/or Recycling*” form and (2) the OPG shall have a qualified Heavy-Duty tow truck capable of safely transporting the vehicle. Medium-duty trucks SHALL NOT be used to transport such vehicles.

The following criteria will be used to determine eligibility for the “premium rate.”

- Must be a city-contracted impound of an over-sized vehicle that occurred on or after Friday, **August 16, 2024**, AND
- The vehicle must be disposed of through the VRP at a city-contracted auto recycler, AND
- The OPG has not received any payments from a vendor, interested party, or any other party pertaining to the vehicle, AND
- The vehicle was delivered to the dismantler within seven business days of receiving the dated “Authorization for Vehicle Dismantling and/or Recycling” form.

Note: Vehicles towed between August 16 and September 20 must be delivered to the City-contracted auto recycler before **September 28, 2024**, to waive the above 7-day requirement.

The following documentation shall be submitted to be eligible for “premium rate” compensation:

- Certificate of Lien or DMV REG 462 (junk slip), AND
- CHP 180 (Impound Report), AND
- A **dated** “**scale ticket**” (receipt) from SA Recycling for the vehicle, AND
- The “Authorization for Vehicle Dismantling and/or Recycling” form, AND
- A Company Invoice

Note: Reimbursement requests for vehicles that do not contain a date of receipt by SA recycling are not eligible for the premium rate and will be reimbursed at the standard rate.

125 VRP Reimbursement Schedule – Standard Rate

125.1 2024 – 2026 Standard Rate

(Effective August 16, 2024)

OPG Reimbursement Schedule
Vehicle Recycling Program eligible vehicles only
STANDARD RATE
Effective August 16, 2024

Work performed	Maximum reimbursement
Medium-duty or Heavy-duty oversized vehicles. Two or more trips and any necessary storage.	\$440.00
Cargo trailer, boat, or another non-oversized vehicle. Two or more trips and any necessary storage (per vehicle).	\$199.00

The following criteria will be used to determine eligibility for the “standard rate.”

- Oversized vehicles that are sold at auction, sold to an auto dismantler, or otherwise not disposed of through the VRP, OR
- Oversized vehicles that were not delivered to a city-contracted dismantler (through the VRP) within (7) business days of the date appearing on the CID-completed “Authorization for Vehicle Dismantling and/or Recycling” form, OR
- Any other vehicle that qualifies for reimbursement through the existing VRP.

The standard rate is achieved by calculating any credits the OPG may have received and paying the difference.

Example: A Medium-Duty RV sold at auction for \$100 will result in a

commensurate reduction in the reimbursement rate (maximum reimbursement of \$340.00)

The following documentation shall be submitted to be eligible for “standard rate” compensation:

- Certificate of Lien or DMV REG 462 (junk slip), AND
- CHP 180 (Impound Report), AND
- Company Invoice, AND
- Receipt of sale (if applicable), OR
- Authorization for Vehicle Dismantling and/or Recycling form (if applicable), OR
- “Scale ticket” or receipt from SA Recycling (if available).

130 Electric Vehicle Towing and Safety Surcharge

(Effective January 1, 2026)

131 Training

To ensure proper standardization, auditing, and compliance, it is required that all EV-related training as required for this surcharge be approved by the Commanding Officer, CID.

Nothing within these rules precludes an OPG for training its own employees to promote the safety of their workforce, particularly when handling vehicles equipped with Rechargeable Energy Storage Systems (RESS), the landscape of qualified and certified training remains limited. Certification requires a two-part training curriculum.

131.1 Online training (required).

National Fire Protection Association (NFPA): Electric Vehicle Safety Online Training-Tow and Salvage Edition. This program is available online, is fully certificated, and is currently offered at no cost. It is also recognized by the United States Department of Energy as a valued training resource for second responders. (Approved by Commanding Officer, CID on December 23, 2025).

131.2 Practical training (required)

Los Angeles City Fire Department Electric Vehicle and Lithium-Ion Battery Safety Training (Second Responders) (Approved by Commanding Officer, CID on April 1, 2026).

131.5 Proof of Completion

OPGs electing to apply the EV surcharge are required to demonstrate that the individual Tow Operator has completed the required courses prior to the tow and

must furnish the corresponding training certificates upon request. The certificate shall bear the name of the Tow Operator associated with the corresponding tow.

132 Rules for Electric Vehicle Towing and Safety Surcharge

To qualify for the Electric Vehicle Surcharge, all four of the following conditions SHALL be met: (1) the vehicle is an Electric-Drive Vehicle; (2) there is a reasonable basis to suspect RESS compromise; (3) required safety and containment measures were implemented; and (4) the tow operator possesses verifiable documentation of training compliance.

An "Electric-Drive Vehicle" is defined as any motor vehicle that uses an electric motor for propulsion, either exclusively or in combination with an internal combustion engine, and that is equipped with a RESS as defined in Title 13, California Code of Regulations (CCR) §1962.2. Electric-Drive Vehicles include, but are not limited to, Battery Electric Vehicles (BEVs), Plug-In Hybrid Electric Vehicles (PHEVs), Hybrid Electric Vehicles (HEVs), and Fuel-Cell Electric Vehicles (FCEVs).

There must be a reasonable belief that the vehicle's RESS or voltage system has been compromised prior to towing. A compromise will be presumed when any of the following conditions exist:

- Collision damage at or near the RESS compartment, or
- Fire or water submersion damage is present, or
- Observable signs of RESS damage (e.g., gaseous release, leaking, deformation, or swelling), or

Note: OPG operators must inform first responders if they suspect the battery poses an imminent public safety risk.

- OPG operators are instructed by the Fire Department, Environmental Protection Agency, or another trained first responder that the vehicle poses a risk for thermal runaway. The OPG driver shall obtain the first responder's name, ID number, and agency that provided this warning, or
- There is a specific and verifiable concern with the RESS or voltage system, such as:

- (1) A diagnostic alert from a dashboard warning,
- (2) A fault code from the vehicle's battery management system,
- (3) Any other verifiable indication of a voltage system concern.

Note: Tow operators are not required to establish definitive damage to the RESS (typically a lithium-ion battery). Rather, they must demonstrate a reasonable basis for suspecting potential compromise of the RESS or

high-voltage system, supported by observable conditions or the circumstances of the incident.

133 Safety Measures Implemented.

The tow operator SHALL implement safety and containment measures to mitigate risks associated with potentially damaged lithium-ion batteries. CID may audit operator training and the deployment of safety-mitigation techniques as part of its contract-compliance oversight.

- The tow operator SHALL be trained to identify RESS and high-voltage system compromise indicators, understand the hazards associated with thermal runaway in electric-drive vehicle battery systems, and apply appropriate mitigation and remediation techniques to address battery-related safety risks.
- The tow operator SHALL ensure the vehicle's tires remain off the ground during transport by utilizing a flatbed tow truck, trailer, or other approved full-lift transport method.
- The tow operator SHALL deploy thermal runaway mitigation techniques, which must include (at least) one of the following (during towing):
 - (1) Use of a fire blanket that fully envelops the transported vehicle,
 - (2) Use of thermal sensors AND carriage of a class D fire extinguisher,
 - (3) Another industry-recognized containment method as approved by the Commanding Officer, CID.

During storage, when possible:

- (1) Avoid enclosed spaces,
- (2) Utilize a fire blanket to mitigate potential spontaneous combustion,
- (3) Maintain adequate stand-off distance from other vehicles, buildings, or flammable materials.

135 Documentation Required.

Upon request by either CID or a properly interested person of the concerned vehicle, the tow operator SHALL provide verifiable documentation that a condition within section 132 was satisfied and the mitigation efforts were deployed. Such documentation includes:

- Photographic evidence of vehicle damage or battery compromise (such as diagnostic results or battery management system fault codes), and
- Photographic evidence of remediation techniques used during transport, and
- An incident report detailing the location, time, and nature of compromise.

136 EV Rate Assessment

The EV surcharge shall only be applied for the transport of the vehicle, with the following exception.

136.1 72-Hour Stand-Off Period

A trained first responder determines and communicates to the tow operator that the vehicle is unstable, subject to thermal runaway, or at risk of spontaneous ignition during storage. If, as a result, the tow operator implements documented mitigation measures, including stand-off distances or isolation zones, that materially reduce available storage capacity due to the environmental hazard posed by the vehicle, the EV surcharge may be applied as an additional daily storage fee for up to three (3) days.

136.2 Extended Stand-Off Beyond 72 Hours

If continued isolation is required beyond the initial 72-hour period, the tow operator must receive written instructions from a qualified EV battery specialist, such as personnel from LAFD, EPA, or another agency with equivalent technical authority, who is specifically trained and certified in evaluating lithium-ion battery instability, thermal-runaway precursors, and post-incident EV volatility. The specialist must have personally assessed the specific vehicle in question and determined that it continues to present a risk of delayed thermal runaway or spontaneous ignition.

Under these conditions, the EV surcharge may be applied once per 24-hour period, for a maximum of ten (10) days. The OPG shall notify CID and provide a copy of the specialist's written determination supporting the extended isolation requirement.

136.3 Concurrent Application

The EV surcharge may be applied in addition to the standard daily storage rate.

136.4 Storage Beyond Ten Days

Any storage period exceeding ten (10) days shall be billed at the standard daily storage rate only, without the EV surcharge.

Chapter II

Board Rules and OPG Regulatory Requirements

200 RULES GOVERNING TOW OPERATIONS AND TOW OPERATORS

The following Rules, in addition to State and City Laws, shall govern towing operations and tow operators that conduct business in the City of Los Angeles (Adopted by the Board, April 25, 1974, amended May 1, 1979; January 1, 1985; July 1, 1986; October 29, 1996; September 1, 2026, pursuant to sections 103.204 and 103.204.1 LAMC):

- RULE #1:** Every tow operation shall display at the business location the permittee's name, business name, and address of the business. The lettering shall be a minimum of two inches (2") in width and six inches (6") in height. It shall be clearly visible and legible from the street at all times, including the hours of darkness.
- RULE #2:** Every permittee, employee, or agent shall maintain all towed and impounded vehicles in their care and custody within the confines of their storage facility and not upon the public streets, sidewalks, or public property.
- RULE #3:** Every permittee, employee or agent who removes a vehicle from private property without the knowledge or consent of the properly interested person shall cause a written inventory to be made describing the condition of the vehicle. Any damage to the vehicle shall be described in this inventory. In the event the vehicle has been opened by the permittee, employee or agent, the inventory shall also include a complete listing of all property contained therein. A copy of this inventory shall be made available to the properly interested person.
- RULE #4:** Every permittee, employee or agent who impounds a vehicle from private property ("involuntary private property tow") shall obtain authorization, in writing, from the property owner, lessee or their employee who is present at the time of the impound. Authority to make such impounds may not be delegated to a tow operation. California Vehicle Code Section 12110 (a) prohibits tow operations from providing, and any person or public entity from accepting, any direct or indirect commission, gift, or any compensation whatever from a towing operation in consideration for arranging or requesting the services of a tow car.

RULE #5: Every permittee, employee or agent who removes a vehicle from private property without the properly interested person's knowledge or consent ("involuntary private property tow") shall cause said vehicle to be available for release:

(a) During a minimum period of four (4) hours after impounding or towing said vehicle from private property;

(1) If a request to release a vehicle is made within four (4) hours from the time the vehicle is brought into the storage facility, only one-half (½) of the daily storage rate as determined by the Board of Police Commissioners shall be charged, unless the towing operation is specifically exempted from this requirement by statute.

(2) A permittee may not avoid this requirement by prematurely closing its facility, limiting access, or otherwise restricting release availability, nor may it impose any after-hours fees, gate fees, or other administrative charges as a result of complying with this requirement.

(b) At the set fee recorded with the Board of Police Commissioners for towing and storage.

(1) Storage charges shall be based on daily rates.

(2) If a request to release a vehicle is made more than four hours but still within 24 hours from the time the vehicle is brought into the storage facility, regardless of the calendar date, only one day's storage may be charged.

(c) Under no circumstances shall fees violating California Vehicle Code § 22524.5 be charged.

RULE #6: No permittee, employee or agent impounding a vehicle from private property, without the properly interested person's consent, shall tow a vehicle a distance greater than ten (10) miles without written permission from the Official Police Garage Coordinator, Commission Investigation Division.

RULE #7: Every permittee, employee or agent who, within the City of Los Angeles, impounds a vehicle from private property without the properly interested

person's knowledge or consent shall cause the Vehicle Information Processing Unit, Los Angeles Police Department, to be notified as soon as possible and in no event no later than thirty (30) minutes after taking control of the vehicle. If, after five days (120 hours) from taking control of the vehicle, the properly interested person has not contacted the permittee, and the permittee does not know and is unable to ascertain the identity of, or contact, the properly interested person, the permittee shall ensure that the provisions of California Vehicle Code § 22853 are followed.

RULE #8: No permittee, employee or agent shall impound a vehicle from private property which is not clearly posted in compliance with California Vehicle Code § 22658 (a) (1). Every permittee, employee or agent responsible for impounding a vehicle from legally posted private property shall, upon request, furnish to the properly interested person the name and legal address of the person, company or corporation authorizing the impound in order that the vehicle may effectively fulfill the legal recourse provided for in California Vehicle Code § 22658.

RULE #9: A vehicle subject to removal solely because of where it is parked shall be released at the scene without charge upon request of a properly interested person unless possession has been obtained. Possession occurs only when the tow operator has received explicit direction to remove a specific unoccupied vehicle and has properly attached the vehicle to the tow truck by winch line, hook, clamp, wheel lift, or scoop. If possession has been obtained before the vehicle becomes occupied or a properly interested person objects, the tow company shall release the vehicle at the scene upon satisfactory payment arrangements and may charge no more than one-half of the regular towing rate, provided the vehicle has not yet been removed from the property. Full towing charges may only be imposed once the vehicle has been removed from the property and delivered to a storage yard or intended destination. Charges for towing and storage of vehicles removed without the consent of a properly interested person shall not exceed the rates established by the Board of Police Commissioners for Official Police Garages.

RULE #10: It shall be the duty of the tow operator to request and remain at the location for the arrival of the police whenever a properly interested person arrives before the vehicle has completely left the scene, and the

properly interested person either disputes the tow operator's authority to tow the vehicle or believes that no towing fee should be charged. There shall be no additional charge for the time required for the arrival of the police or any additional time required by the police to resolve the matter. After the tow operator has been notified by the properly interested person that the police have been summoned, the tow operator shall remain at the location for not less than 30 minutes. If the police do not arrive within the 30-minute period, the tow operator may continue with the tow.

RULE #11: Every permittee shall at all times keep the permit and copy of these Board Rules and (if applicable) OPG Regulations posted in a conspicuous place on the premises. In addition, each tow operator must have a copy of these Board Rules in their possession when operating a tow unit to enable them to inform the properly interested person of the tow operator's legal authority and responsibilities. These rules shall be presented to the properly interested person in the event of a dispute regarding the removal of the vehicle. The required posting shall additionally advise the public that complaints regarding the towing business may be filed with the Commission Investigation Division at 213-996-1270 or by emailing OPG@lapd.online.

RULE #12: The permittee, their managers, and employees, while engaged in the business of tow service operation, shall extend to the general public and law enforcement officers, courtesy and cooperation at all times. All permittees are expected to conduct business in a professional, ethical, and legal manner.

RULE #13: Tow operators shall comply with debris removal and vehicle fluid spill mitigation as required by California Vehicle Code § 27700 and shall not charge for routine services required by the Vehicle Code, such as providing flares, sand, and cleanup at the scene of a traffic accident.

RULE #14: At least seven (7) days prior to conducting a long-lien sale pursuant to California Civil Code § 3071 and arising from towing or storage fees incurred within the City of Los Angeles, the permittee shall provide a complete list of all such vehicles scheduled for lien sale to the Department. The list shall include the make, model, Vehicle Identification Number, exact location of the sale, and anticipated sale date of all such long lien vehicles. The list may either be mailed or emailed.

Commission Investigation Division
100 W. First St, #147
Los Angeles, CA 90012
OPG@lapd.online

- Rule #15** A permittee shall not obstruct, delay, condition, or otherwise interfere with the removal of any vehicle identified as stolen, and shall fully cooperate with any peace officer directing the sanctioned tow-away of such vehicle to a contracted Official Police Garage when the properly interested person cannot be reasonably located. A permittee is prohibited from retaining stolen vehicles, imposing release conditions, or engaging in any conduct that hinders the Department's duty to recover stolen property.
- Rule #16** The Board hereby declares that predatory towing in the City is prohibited. A tow operation operating in the City of Los Angeles, when performing any tow that is not an impound conducted under a valid contract with a governmental agency, including but not limited to Owner-Requested Tows and Non-Consensual Private-Property Tows, shall release any vehicle with a gross vehicle weight rating (GVWR) under 6,000 pounds upon demand by a properly interested person, when the demand is made within ten (10) calendar days of the vehicle entering storage, based upon the following conditions:
- 1) No automotive repair work has been expressly authorized by a properly interested person following the vehicle's arrival at the storage facility. If any repair authorization is granted, it shall be documented on a separate form that is distinct from the tow authorization, and is not a condition of the tow; and
 - 2) Payment is tendered in an amount not exceeding the lesser of the maximum allowable towing and storage charges established by the Board or \$1,500 total, exclusive of any governmental fees or taxes; and
 - 3) A permittee's decision to tow or deliver any vehicle to a facility engaged in a Repair-Associated Collusion, Kickback, or Illicit Tow (RACKIT) shall constitute presumptive evidence of conspiracy. Such conduct subjects the permittee to administrative penalties, permitting restrictions, and civil liability as established by Board Rule #17.

Rule #17 Repair-Associated Collusion, Kickback, or Illicit Tow (RACKIT) are prohibited. A permittee shall not engage in, participate in, facilitate, or benefit from any RACKIT, defined as any coordinated, conspiratorial, or referral-based arrangement between a tow operation and an auto repair facility for the purpose of inflating charges, obstructing release, inducing repair authorizations, or otherwise wrongfully retaining a motor vehicle.

A permittee working in concert with any repair facility shall be civilly and administratively liable for all towing, storage, repair, or ancillary fees incurred by a properly interested person as a result of such collusive conduct. RACKIT activity shall be presumptive when, upon investigation by the Board:

- 1) An auto repair facility fails or refuses to provide a complete and legible tow authorization form identifying the tow operator's name, address, phone number, and a detailed estimate of charges; or
- 2) The tow authorization contains outdated or false information; or
- 3) The tow operator solicited or induced any repair authorization; or
- 4) The tow operator fails to cooperate with a Board investigation into the tow.

In all such circumstances, the conduct of the repair facility shall be attributed to the permittee for enforcement purposes, and the permittee shall be deemed to have engaged in a presumptive RACKIT violation.

Rule #18 Commission Investigation Division, acting on behalf of the Board of Police Commissioners, is authorized to investigate alleged violations of these rules, as well as violations of applicable state law and City law governing towing, storage, release, and other Board regulated conduct. CID may direct corrective action and shall develop a formal evidentiary record regarding tow-operator conduct within the City of Los Angeles. CID may issue sustained findings when a violation is established by a preponderance of the evidence. A sustained finding constitutes an official Board determination of misconduct and may be relied upon in administrative, civil, or legal proceedings, including any private action brought by a properly interested person. Additionally, repeated or uncured violations of these rules, or of applicable state or City law, may be considered evidence supporting the denial of a permit application or the suspension or revocation of an active permit.

250 REGULATIONS GOVERNING OFFICIAL POLICE GARAGES

The rules established for Official Police Garages by the Board in 1994, and subsequently updated on March 14, 2016, have been incorporated into all later OPG contracts. To eliminate confusion with the existing “Board Rules for All Tow Operations in the City of Los Angeles” (herein referred to as “Board Rules”), the former “Rules Governing Official Police Garages” have been formally renamed as the “Regulations Governing Official Police Garages” (herein referred to as “OPG Regulations”). Effective September 1, 2026, the Board hereby updates and reissues the OPG Regulations as set forth below.

POSTING REQUIREMENTS

REGULATION #1 – POSTING OF REGULATIONS

An Official Police Garage (OPG) shall comply with all laws, ordinances and rules that regulate tow units, tow unit operators, the impound, towing, removal, storage, and disposal of vehicles. The OPG shall post the Los Angeles Police Commission Regulations Governing Official Police Garages (“OPG Regulations”) and the Rules Governing Tow Operations and Tow Operators (“Board Rules”) in their entirety in a conspicuous place within the lobby area of their business or another area clearly visible to the public and in a standardized format across all OPGs as approved by Commission Investigation Division (CID).

REGULATION #2 – COMPLAINT NOTICE

OPGs shall conspicuously display, within the public lobby, a notice advising customers that complaints regarding the professionalism or conduct of the business may be submitted to:

Los Angeles Police Department
Commission Investigation Division
100 W. First Street, Suite 147
Los Angeles, CA 90012
Phone: 213-996-1270
Email: OPG@lapd.online

This notice shall be posted in a conspicuous place within the lobby area of their business or another area clearly visible to the public and in a standardized format across all OPGs as approved by CID. Additionally, all OPG employees shall provide this contact information upon request by any member of the public, and shall do so in a clear, courteous, and accurate manner to ensure customers are fully informed of their right to seek review or intervention by CID.

EMPLOYEE ETHICS

REGULATION #3 – FEE WAIVERS

An OPG shall not adjust, diminish, or eliminate legally assessed vehicle-removal or storage fees unless the specific circumstances objectively warrant such relief, and the action is consistent with ethical practice, transparency, and established City policy.

Fee adjustments shall not be made pursuant to any agreement, formal or informal, with a City employee for the purpose of concealing agency error, providing preferential treatment, or securing an improper benefit.

REGULATION #4 – OPG MISCONDUCT

OPG employees shall immediately report any observed misconduct, safety violations, or unethical behavior by OPG personnel to management and CID. OPG management, other employees, and City employees shall not retaliate against employees who report misconduct, safety concerns, or violations of Board Rules, Regulations, or contractual requirements. For the purpose of this section, misconduct is defined as any act or omission that violates Federal, State, or local law, the OPG contract, Board Rules, OPG Regulations, or ethical standards.

REGULATION #5 – OPG INTEGRITY

In the course and scope of employment, OPG employees shall be truthful in all statements, reports, and communications with City employees, CID, and the Board. Dishonesty constitutes grounds for discipline, including suspension or removal of the employee from OPG duties (to include directed termination), and may result in administrative action against the OPG. OPG employees are further prohibited from soliciting, accepting, offering, or providing any gratuity, gift, favor, service, or other item of value to or from any City employee, law enforcement personnel, or member of the public in connection with their official duties. Any attempt to influence, reward, or obtain preferential treatment through gifts or gratuities is strictly prohibited and constitutes misconduct subject to discipline.

REGULATION #6 – PHOTOGRAPHY LIMITATIONS

OPG employees acting within the course and scope of their duties as tow operators shall not photograph or record living persons, deceased persons, injured persons, or any sensitive, private, or evidentiary items at the scene of a collision or impound. Photographs or recordings may be created only when directly necessary to document vehicle condition, tow feasibility, safety hazards, or other facts required to defend against claims of damage or articulable liability.

Incidental imagery used for routine business purposes, such as demonstrating tow operations on a company website, training materials, or commercially reasonable marketing, remains permissible so long as it does not compromise scene integrity, privacy expectations, or investigative confidentiality.

All imagery captured outside these authorized purposes is strictly prohibited, including any content obtained or curated for social-media exploitation, personal notoriety, or other non-operational motives arising from the unique access tow operators have to collision scenes and emergency incidents.

EMPLOYEE CONDUCT

REGULATION #7 – EVIDENCE HANDLING

OPG employees shall not disturb, remove, alter, or handle any property or potential evidence unless expressly directed by an LAPD officer. Any deviation constitutes a violation of chain-of-custody standards.

REGULATION #8 – AUDIT COOPERATION

OPGs shall fully cooperate with CID oversight, including inspections, audits, and any administrative, civil, or criminal investigations. OPGs are prohibited from refusing or delaying access, withholding or failing to produce required records, or obstructing CID personnel in any manner.

REGULATION #9 - DISPUTES

The Executive Director and/or CID, on behalf of the Board of Police Commissioners, have the authority to settle all disputes arising from actions by the OPGs. The decision of the persons designated by the Board shall be binding on all parties involved.

LIEN SALES

REGULATION #10 – PUBLIC AUCTION

All OPG auctions shall be conducted at a fixed, publicly announced location, date, and time within the City of Los Angeles. Any vehicle towed from within the City of Los Angeles shall be auctioned within the City of Los Angeles and is subject to all applicable local and state taxes without exception. Auctions must remain fully open to the public.

No deposit, entry fee, financial guarantee, or other monetary condition may be imposed as a prerequisite for attending an auction or receiving a bidder number. Identification shall not be required to attend an auction or to obtain a bidder number.

OPGs may require valid identification only from the winning bidder at the time of purchase, solely for the purpose of completing the transaction, issuing the bill of sale, and complying with state lien-sale and tax requirements.

Each participant shall be issued one (1) unique bidder identification number per auction. Bidder IDs must correspond to a real individual at the time of purchase and must reflect the true legal name of the winning bidder. No bidder may hold multiple IDs, share IDs, or use an alias or proxy identity for the purpose of completing a purchase.

REGULATION #11 – VEHICLE INSPECTION AND KEY DISCLOSURE

All vehicles eligible for lien sale shall be made available for public viewing and inspection for a minimum of sixty (60) consecutive minutes immediately preceding the start of the auction. This viewing period must be uninterrupted, public, and free of any prerequisite conditions.

At the OPGs discretion, vehicles may remain locked during the public viewing period. Interior access, trunk access, and hood access may be provided under supervised conditions at the OPG's discretion, either during the inspection period or immediately prior to bidding. However, supervised access must be provided upon request by any bidder, unless a specific safety hazard prevents such access. Any safety-based restriction must be documented and announced by the auctioneer.

OPGs shall clearly indicate whether an ignition key is available for each vehicle. Whenever practical, OPGs shall also disclose whether the vehicle is capable of being started with reasonable effort using the available key. If an ignition key is not available but can be made by the OPG, the OPG shall disclose this fact and the associated cost in a manner plainly visible to all attendees during the viewing period. This disclosure must also be audibly announced by the auctioneer immediately prior to bidding on that vehicle.

REGULATION #12 – AUCTION RECORDINGS

Every OPG shall continuously record, in both video and audio, all OPG-conducted vehicle auctions, including auctions that do not result in a sale. The recording system must produce a clear, identifiable frontal image of all bidders and capture associated audio sufficient to document bidding activity, statements, and conduct. The video shall capture bids made by attendees, as well as all remarks of the auctioneer to include all bid amounts as well as any required vehicle or bidder disclosures.

All recordings shall be created and maintained in a format approved by the Commanding Officer, CID, and shall not be altered, edited, segmented, overwritten, or otherwise

manipulated. Recording must begin prior to the start of any auction activity and continue uninterrupted until the auction is fully concluded.

Failure to maintain complete, continuous, and unaltered recordings; failure to adhere to the established five-year retention requirements; or failure to produce recordings upon demand shall constitute a violation of this regulation.

REGULATION #13 – KNOWN BIDDERS

The auctioneer shall audibly announce, prior to the commencement of bidding on any vehicle, any instance in which an OPG employee, an immediate family member of such employee, a known City employee, or any individual with a business or personal relationship within arm's-length proximity (herein referred to as "proxy bidders") intends to participate as a bidder.

The announcement by the auctioneer shall include the bidder's unique bidder ID and a clear description of the known relationship that creates the potential conflict.

REGULATION #14 – REPORTING (NO SALE or LOW VALUE VEHICLES)

All eligible lien-sale vehicles shall be made available for public auction without restriction or pre-selection. Any lien-sale vehicle that receives no bid or a final bid below \$400 shall be reported to CID on the OPG's monthly report.

The only exemption applies when all of the following conditions are satisfied:

- (1) the purchaser is a bona fide commercial scrap yard or licensed auto-parts dealer;
- (2) the purchase price is between \$50 and \$400; and
- (3) the vehicle is acquired solely for the purpose of junking or scrapping.

If any element of this exemption is not met, the sale must be reported. OPGs shall maintain complete documentation supporting the purchaser's commercial status, the sale price, and the legitimacy of the transaction.

Any attempt to structure, manipulate, or engineer a sale to evade reporting, including inflating the sale price just above the reporting threshold or declaring a sales price that is not actually collected or reported, is strictly prohibited.

REGULATION #15 – CONFLICT OF INTEREST REPORTING

The sale of any vehicle to the OPG (business), an OPG employee, a City of Los Angeles employee, or any proxy bidder (to include friends and family members) shall be reported as such to CID in the monthly report.

For the purposes of reporting, an OPG employee, is any person who has received any payment from the OPG within the preceding 365-day period. City Employee means any individual whom OPG management knows, or reasonably should know, to be a City employee who possesses impound authority, decision-making influence over impound

operations, contractual authority involving OPGs, or any other relationship that creates a known conflict of interest.

Each entry of the report shall include the full name of the purchaser, the description of the vehicle (year, make, model, and VIN), the purchase prices, date of sale, and the relationship of the individual to the OPG.

REGULATION #16 – LIEN SALE PUBLICATIONS

All lien-sale notices issued by an OPG for long lien vehicles (as defined under Civil Code § 3071) shall be published in a newspaper of general circulation located within the County of Los Angeles formally adjudicated by the Superior Court of California pursuant to Government Code §§ 6000–6027. To ensure meaningful public notice, the newspaper must have a minimum circulation of 5,000 copies and must publish at least once weekly.

Publication shall occur at least once, in a qualifying adjudicated newspaper, at least ten days prior to the lien sale. The published notice must include an accurate vehicle description (to include year, make, model), the VIN, as well as the date, time, and actual location of the lien sale.

OPGs shall maintain complete documentation of each lien-sale publication, including:

- Proof of publication issued by the adjudicated newspaper
- Date of publication
- Circulation verification
- Copy of the published notice
- All mailed notices and mailing proofs

Use of any publication method intended to obscure notice, reduce visibility, or circumvent statutory timelines or circulation requirements is prohibited.

REGULATION #17 – INSIDER TRANSFERS

No OPG shall designate a lien-sale vehicle as “no bid” for the purpose of avoiding public auction requirements, suppressing sale value, or facilitating an insider transfer. A vehicle may only be classified as “no bid” when no qualified bidder places a bid during a properly conducted auction.

OPGs are strictly prohibited from selling, transferring, assigning, or otherwise conveying any “no-bid” vehicle to:

- Any OPG employee,
- Any immediate family member of an OPG employee,
- Any business entity or individual with an arm’s-length relationship to the OPG,
- Any known affiliate, proxy buyer, or associated scrapyard/parts dealer,
- Any City employee or relative thereof,

- Any person or entity acting on behalf of, or for the benefit of, the OPG or its personnel.

This prohibition applies whenever either the vehicle's fair-market value or sale price equals or exceeds \$2,000, regardless of the method of sale, the identity of the purchaser, or the timing of the transaction.

NOTE: This prohibition does not apply if the vehicle is determined by statute to be low value or "junk" pursuant to any law. In those instances, the threshold shall adhere to the higher of the \$2,000 limit, or the amount determined by law.

In any instance when the winning bidder fails or refuses to pay for the vehicle (non-performing bidder), the OPG shall immediately offer the vehicle to the next highest qualified bidder. If no backup bid exists or the bidder cannot be contacted, the vehicle shall be returned to auction at the next available sale. Any monies, deposits, or partial payments collected from a non-performing bidder shall be treated as reportable and taxable revenue by the OPG. The OPG shall make an audit trail of any such revenue in their bookkeeping for review and verification by CID (e.g., making notations of the amount received and circumstances of the revenue within the VIIC).

Any post-auction sale, transfer, or disposal of a "no-bid" vehicle valued at \$2,000 or more must be reported to CID in the OPG's monthly report, and shall include: The vehicle's VIN and description; the fair-market-value determination; the identity of the purchaser, and an affidavit that the transaction was conducted at arm's length and in compliance with these regulations.

Any attempt to structure, manipulate, or engineer a "no-bid" outcome, including suppressing bids, discouraging bidders, using proxy bidders, shell bidders, non-performing bidders, or transferring vehicles to affiliated entities is strictly prohibited.

REGULATION #18 – POST SALE NOTICE

Within forty-five (45) days following the lien sale of a long-lien vehicle, the OPG shall provide written notice to any identified legal or prior lienholder of record advising of the disposition of the vehicle, only if excess proceeds have been remitted to the Department of Motor Vehicles. The notice shall include the sale date, sale amount, sale location, a summary of the distribution of proceeds, and the actual amount of excess funds remitted pursuant to state law.

If state law imposes a more stringent or accelerated notification requirement, the OPG shall comply with the stricter state requirement. If state law imposes a lesser or more permissive requirement, this regulation shall prevail.

REGULATION #19 - ONLINE AUCTIONS

OPGs may conduct lien-sale auctions through CID-approved online platforms, provided that all fees comply with California Civil Code §§ 3071–3072, including the statutory limit of \$100 for lien-sale processing charged by the OPG. The OPG’s lien-sale fee shall not exceed the statutory maximum, regardless of auction format.

Every bidder must be issued one (1) unique bidder ID per auction, whether participating online or in person (consistent with Regulation #10). Each bidder ID must be uniquely tied to a verified real individual, established either through the person’s physical presence at the auction or completion of virtual identity-verification protocols. Such protocols may include confirmation of a government-issued ID or by using a credit-card or bank-account identity-validation process used solely to authenticate the bidder’s identity. Prepaid cards, anonymous cards, or cards not tied to a verified identity are prohibited. Sealed bids, hidden bids, proxy bids, silent bids, or any bid not publicly visible with a bidder ID are prohibited. No bidder may hold multiple bidder IDs, and no bidder ID may be shared, transferred, or used by any proxy.

The following requirements shall also apply:

- In-person bidders shall not be required to register online.
- In-person bidders shall not be required to pay any online platform fee.
- In-person bidders shall not be required to undergo online identity verification.
- In-person bidders shall not be required to provide a deposit to attend the auction.
- In-person bidders must be able to hear (as announced by the auctioneer) or otherwise view all online bids in real time.
- Online bidders must be able to view all (in-person or online) bids in real time.

Online auction platforms may charge service fees only to the online winning bidder, and only after the bidder is identified as the successful purchaser.

Such fees must be disclosed by the authorized platform, as well as imposed and collected by the platform. No fee shall be required for registration, participation, or bidding. No fee, charge, pre-authorization, or financial condition may be imposed before the conclusion of bidding. OPGs may not impose, require, facilitate, or disguise any fee related to online auctions to any auction attendees. All such auctions shall remain public. OPGs may not conduct invite-only or restricted-access auctions.

A qualified online platform shall be approved by CID and must agree to retain recordings, shall retain bidder identity verification records, complete bid history for all auctions, platform fee disclosures, and a platform contract. Platforms shall maintain all records for

a minimum of five years and provide all records and documentation to CID upon request.

All lien-sale vehicle auctions resulting in online platform sales are taxable retail sales under California law, and the authorized platform shall collect and remit all applicable sales or use tax based on any associated revenue of conducting business within the State of California. Online auction formats shall not alter, reduce, or exempt any tax obligations; tax must be assessed and reported in accordance with California Revenue and Taxation Regulations.

Any failure by the online platform to adhere to established rules, maintain required audit trails, pay all applicable fees and taxes, or comply with any Board or CID-mandated compliance mechanisms or directives shall be deemed a compliance failure of the OPG. The OPG is strongly encouraged to contractually require the platform to provide full access to all such records even if business relations are severed, the platform is transferred or sold, or the platform ceases operations, as the OPG remains fully responsible for preserving and producing all required records under all circumstances.

OPERATIONAL RULES

REGULATION #20 – ON-SCENE COMMAND

At any impound scene, the ranking City employee operating under unified command shall have final authority over all operational decisions, and OPG personnel shall follow all lawful directions issued by that incident commander. This command authority may not be disputed, overridden, or delayed by OPG personnel.

However, OPG employees shall not place themselves in unnecessary danger and retain an affirmative duty to immediately warn the incident commander of any hazards, safety concerns, or operational risks related to the movement, loading, or removal of vehicles. This includes, but is not limited to, unstable vehicle positioning, the presence of hazardous materials, the potential for thermal runaway, unsafe terrain, mechanical instability, or any condition that may endanger the tow operator or transport of the vehicle, as well as any danger posed to other responders or the public.

Upon providing such a warning, OPG personnel shall await further direction from the incident commander of a supervisory rank, who shall determine whether operations should proceed, be modified, or be suspended. OPG employees are not authorized to independently alter or abandon assigned tasks except where an imminent safety threat makes immediate cessation necessary.

REGULATION #21 – MANDATORY SELF-REPORT

OPGs shall immediately self-report to CID any incident involving employee misconduct, any reportable criminal activity, any incidents of use-of-force or physical altercations involving OPG personnel, any instances of workplace violence, known instances of vehicle damage caused during towing or storage operations, cybersecurity breaches or unauthorized access to OPG systems or records, and any lost, stolen, or missing impound, response, or operational documentation. Reports shall be made without delay, regardless of fault, and shall include all relevant facts known at the time. When appropriate, OPGs shall also notify local law enforcement and fully cooperate with any resulting investigation. Failure to self-report, delayed reporting, or selective reporting constitutes a violation of OPG regulatory requirements.

REGULATION #22 – RECORDS RETENTION

All OPGs shall maintain complete, accurate, and contemporaneous records for a minimum of five (5) years, including all operational, administrative, financial, impound, response, and lien-sale documentation. This requirement encompasses every record generated or relied upon in the performance of OPG duties, including but not limited to impound records, tow and response logs, dispatch records, lien-sale notices and publications, bidder registrations, identity-verification materials, auction recordings, bid and sale histories, vehicle-inspection disclosures, fee disclosures, platform agreements, financial ledgers, invoices, receipts, bank statements, revenue and tax records, deposit and withdrawal records, and all digital audit-trail data. All records shall be preserved in a manner that prevents alteration, ensures integrity, and allows immediate retrieval upon request. OPGs shall provide any retained record to CID or the Board of Police Commissioners upon demand, without delay or condition. Failure to retain or produce required records constitutes a violation of OPG regulatory requirements, regardless of whether any individual section contains its own retention language.

REGULATION #23 – ORGANIZED AUTO THEFT NOTIFICATION

Whenever an Official Police Garage auctions a vehicle that displays indicators of surgical stripping, organized component removal, VIN tampering, or other patterns consistent with coordinated auto-theft activity, the OPG shall display a conspicuous notice during public viewing of the vehicle. The notice shall be clearly posted on, affixed to, or placed in immediate proximity to the vehicle's windshield, visible to anyone inspecting the vehicle during the public auction, and shall state that:

“ATTENTION: This vehicle is believed to be the subject of component theft, vehicle fraud, and is surgically stripped and/or contains an altered or substituted VIN. As required by OPG Regulations, the winning bidder's identity, contact

information, and full auction records will be transmitted to law enforcement for auto-theft intelligence purposes.”

The notice shall remain in place for the duration of public viewing and through the completion of the auction. Additionally, prior to bidding commencing on the vehicle, the auctioneer shall notify all bidders that the purchaser’s identity, contact information, and all auction details will be provided to the local law-enforcement agency for auto-theft intelligence purposes.

Upon completion of the sale, the OPG shall prepare a Surgical Strip Intelligence Packet containing the full impound history, tow-arrival details, condition documentation, photographic evidence, stripping indicators, auction records, bidder identity, and final buyer information, and shall transmit the packet to the appropriate law-enforcement agency, TRAP, and CID within 7 days.

No OPG shall withhold, alter, or omit buyer information, and no bidder shall be exempt from disclosure. This requirement is intended to interrupt organized auto-theft cycles by ensuring that all surgically stripped vehicles generate actionable intelligence for law-enforcement review. Failure to notify bidders, failure to disclose buyer identity, or failure to transmit the intelligence packet constitutes a violation of this requirement.

REGULATION #24 – DIRECTIVES

The Executive Director and CID may issue written guidance, bulletins, compliance notices, operational standards, or interpretive memoranda as needed to ensure consistent application of Board requirements, resolve ambiguities, address emergent operational issues, or maintain regulatory integrity.

Directives issued under this authority shall carry the full force and effect of a Board instruction unless expressly superseded by the OPG contract or formal Board action. OPGs shall comply with all such directives immediately upon issuance.

REGULATION #25 – EMPLOYEE ACKNOWLEDGEMENT

All Official Police Garage employees shall sign a written Ethics and Conduct Acknowledgment confirming that they have read, understand, and will comply with the OPG contract, all Board Rules, OPG Regulations, and any directives issued by the Board of Police Commissioners or CID. OPG management shall maintain the signed acknowledgment in each employee’s personnel file and shall provide such documentation to CID upon request.

The acknowledgment shall include the following mandatory statement:

“I understand that the Official Police Garage is a contracted vendor of the City of Los Angeles, and that as an OPG employee I am, by extension, a representative of the City. I acknowledge that any unlawful, unethical, dishonest, or improper conduct committed in the scope of my employment may result in disciplinary action, including termination, at the discretion of the Board of Police Commissioners or their designee. I agree to perform my duties lawfully, ethically, and in full compliance with all Board Rules and OPG Regulations. I further understand that I have an affirmative duty to report any violations of law, misconduct, safety concerns, or breaches of OPG Rules or Regulations to my employer and to CID, and that I am protected from retaliation for making such reports in good faith. Any attempt to intimidate, discourage, or retaliate against me for reporting concerns is prohibited and shall itself constitute a violation of OPG Regulations and applicable employment law.”

No employee may begin performing OPG duties until this acknowledgment is executed. Failure or refusal to sign the acknowledgment shall render the employee ineligible for assignment to any OPG-related function.

Each OPG shall provide CID with a complete and legible signed acknowledgement, printed on the OPG’s official letterhead, for every individual employed by the OPG. The acknowledgement must include the employee’s full name in a legible format and must be dated on the day it is executed. All existing employee acknowledgements shall be submitted to CID no later than thirty (30) days after September 1, 2026, and all newly hired employees’ acknowledgements shall be submitted no later than thirty (30) days from the employee’s date of hire. Each acknowledgement shall be signed by both the employee and an authorized managerial representative of the OPG.

Chapter III

Directives, Notices, and Operational Standards

300 Reporting Matrix

The reporting matrix was designed merely to assist OPGs in reporting obligations. It is not fully comprehensive and does not supersede any individual clause or instruction (should a conflict or omission exist), nor does it contain record retention obligations as it pertains to record-keeping of each OPG.

Reporting Required	Recipient	Frequency / Trigger	Reference
Notify requesting agency if unable to respond	Requesting City agency communications facility	At time of request or immediately upon discovering inability	<u>OPG Contract, Sec. 3.4</u>
Outside Area Dispatch for City Vehicle	LAPD Department Operations Center or on-duty supervisor	Before dispatching tow services outside City limits	<u>OPG Contract, Sec. 3.10</u> <u>TOPS Manual Sec. 356</u>
Employee misconduct, criminal activity, use-of-force or physical altercations involving personnel, workplace violence, vehicle damage caused during towing or storage operations, cybersecurity breaches or unauthorized access to OPG systems or loss of records	CID and (if appropriate) local law enforcement	Without delay upon occurrence	<u>OPG Regulation 21</u>
Notify requesting agency of delays in response time	Requesting City agency communications facility	Immediately, once delayed	<u>OPG Contract, Sec. 3.4</u>
Notification of possible crime discovered by OPG employees	LAPD Division and CID	Immediately upon discovery	<u>OPG Contract, Sec. 3.7</u>
Tow refusal or denial	Email report to CID <u>OPG@lapd.online</u>	Within 24 hours	<u>TOPS Manual Sec. 353</u>
Change in representative or address	CID – Permits Section	Within 5 working days of change	<u>OPG Contract, Sec. 1.3</u>

Notification to properly interest person following release of evidence hold	Properly Interested Person	Upon release of evidence hold	<u>OPG Contract, Sec. 3.11</u>
Monthly Long-Lien Vehicle Report	CID	7 days prior to long lien sale	<u>Board Rule #14</u>
Organized Auto Theft Notification	CID (by email), <u>TRAP</u> , and relevant geographic division	Within seven days of sale	<u>OPG Regulation 23</u>
Weekly Reports Lien sale list of all vehicles, bidder ID, and sale amount.	CID <u>OPG@lapd.online</u>	Weekly	<u>OPG Contract, Sec 9.1</u>
VIN Verifications or unknown ownership vehicles	LAPD Area Vehicle Coordinator, CID <u>OPG@lapd.online</u>	Weekly	<u>OPG Contract, Sec 9.1</u>
Weekly Reports All vehicles remaining in storage beyond seven days	LAPD Area Vehicle Coordinator, DOT VIPU	Weekly	<u>OPG Contract, Sec 9.1</u>
No bid or Insider vehicle acquisitions	CID <u>OPG@lapd.online</u>	Weekly	<u>OPG Contract, Sec 9.2</u>
Complaint investigation report	CID	Within 10 calendar days of receiving notice	<u>OPG Contract, Sec. 3.8</u>
Monthly Activity Report Vehicles impounded, employees, tows exceeding one hour,	CID	Monthly	<u>OPG Contract, Sec 9.2</u>
Dispatch records for "Extraordinary Event" reimbursement	CID	Within two weeks following demobilization of Extraordinary Event	<u>OPG Contract, Sec. 3.2</u>
Street Racing Task Force Operational Issue	CID	Upon occurrence of an operational issue or contract infringement	<u>TOPS Manual, Sec. 410</u>
Theft of possessory lien investigations	LAPD Division and CID	Whenever a possessory lien theft occurs	<u>TOPS Manual, Sec. 351</u>
Invoices for Extraordinary Event reimbursement	CID	Within one year of service	<u>OPG Contract, Sec. 3.2</u>
Invoices to the City for Special Assessments like the HCMH or VRP	CID	Within one year of service or vehicle disposition	<u>OPG Contract, Sec 10.1h</u>

310 Electronic Data Reporting

Electronic data submitted by or to an OPG through the Auto Release Portal or the VIIC, or any other Board-authorized reporting system is provided solely for the purpose of fulfilling contractual obligations under the OPG contract. This information includes operational records, impound data, release documentation, and other materials required for regulatory oversight. All such information is considered sensitive and is therefore confidential.

Certain data transmitted through these systems may relate to ongoing criminal investigations, forensic processing, or prosecutorial matters, and may include biographical information pertaining to properly interested persons or vehicle owners. This information is strictly confidential and shall not be disclosed, reproduced, or disseminated except as required by law or as expressly authorized by the Board or CID.

OPGs shall maintain the security and confidentiality of all electronic data, ensure access is limited to authorized personnel, and comply with all applicable privacy, retention, and data-handling standards established by the Board. Unauthorized access, disclosure, or misuse of system data is prohibited and may result in administrative sanctions, contract discipline, or other enforcement action.

311 The Auto Release Portal.

The Auto Release Portal is a proprietary, web-based system developed and maintained by the OPG Association of Los Angeles. It provides a secure, electronic method for receiving release instructions, verifying authorization, and managing evidence-hold vehicles. The portal is used by authorized Department personnel to transmit release information directly to OPGs, and by OPGs to confirm documentation and process releases efficiently.

The portal is designed to improve communication, reduce unnecessary storage costs, and streamline the release of vehicles no longer required for investigative or prosecutorial purposes. Data shared in the portal pertains to ongoing investigation and biographical information of vehicle owners and is therefore strictly confidential.

311.1 OPG Responsibilities

OPGs shall use the Auto Release Portal to manage all evidence-hold releases transmitted by authorized Department personnel. OPG obligations include:

- **Monitoring Release Instructions.** OPGs must regularly monitor the portal for incoming release notifications, uploaded documents, and status updates. Release

instructions transmitted through the portal constitute official authorization for OPG processing.

- Verification of Documentation. Before releasing any evidence-hold vehicle, OPGs shall verify that the following documents have been uploaded into the portal:
 - A completed CHP 180 (face sheet only) showing the name, ID number, date, and signature of the releasing Department member,
 - A completed Order Release / Reimbursement Request (ORRR), and
 - Authorized release information for the Properly Interested Person entered by the Department user.

NOTE: OPGs shall not release a vehicle until all required documents are present and legible.

- Comply With Evidence-Hold Timeframes. Consistent with OPG contract provisions, OPGs shall:
 - Hold evidence-processing vehicles for 48 hours at no charge, and
 - Provide an additional 24-hour reclamation period at no charge, and
 - The initial 72-hour period shall be computed without billing the Department.
- Accurate Recordkeeping. OPGs must maintain complete records of:
 - Release instructions received through the portal,
 - All uploaded documents,
 - Time and date of physical release,
 - Identity verification of the properly interested person, and
 - The records must be retained in accordance with Board Regulations and CID record retention requirements.
- Prevention of Improper Fee Waivers. OPGs shall ensure that portal-based reclassifications or release actions do not result in the improper waiver of towing or storage fees. If a Department user attempts to reclassify an impound in a manner that would eliminate legitimate contractor charges, OPGs shall:
 - Note the circumstances surrounding the release and retain any relevant documentation (such as impound report, emails, etc.), and
 - Notify CID for review and cooperate with any subsequent investigation by providing all relevant documents and details, and
 - Not unnecessarily delay the release of the vehicle.
- Operational Integrity. The Auto Release Portal is intended to support transparency, accountability, and consistent release practices. OPGs shall:

- Maintain secure access to the portal, and
- Ensure only authorized OPG personnel interact with release data, and
- Report any discrepancies, missing documents, or irregularities to CID, and
- Follow all Board rules governing evidence-hold releases and documentation.
- Purpose Within OPG Operations. When used properly, the Auto Release Portal serves as:
 - A centralized communication channel for evidence-hold releases, and
 - A verification system ensuring proper authorization, and
 - A recordkeeping tool supporting audits and reimbursement, and
 - A cost-control mechanism preventing unnecessary storage charges, and
 - Method of enhanced customer service by enabling faster, electronic release processing

312 The Vehicle Information Impound Center (VIIC)

Is the secure, centralized data-management system used by all OPGs. Although VIIC functions as a database, it also sweeps and aggregates data from each OPG's existing tow-operator software, creating a unified record of impound activity, inventory, lien-sale processing, and reimbursement eligibility. Participation in VIIC is mandatory for all OPGs, as the system supports City-required vehicle tracking, auditing, and fiscal oversight.

VIIC contains proprietary data as well as sensitive operational and personal information and is strictly confidential. All data entered or swept into VIIC must comply with Board rules, OPG contract requirements, and applicable privacy standards.

VIIC supports the following core functions:

- Impound Tracking — Records impound details, release codes, and vehicle status for City-directed tows.
- Inventory Management — Maintains real-time visibility of vehicles stored at OPG facilities.
- Reimbursement Programs — Supports eligibility and documentation for programs such as HCMH and the Vehicle Recycling Program (VRP).
- Audit & Oversight — Provides CID with the data necessary to conduct contract compliance reviews, audits, and operational inspections.
- Payment Tracking — Records invoice status, reimbursement amounts, and check application details.

312.1 Data Updates Obligation

OPGs shall ensure that all VIIC data remains current and accurate. “Up-to-date” is defined as the entry or update of all vehicle dispositions, inventory changes, releases, and payment-related invoice information within one calendar week of the underlying action or receipt of funds. OPGs are responsible for maintaining complete, correct, and timely VIIC records to support City auditing, inventory control, reimbursement validation, and operational oversight.

315 Towing Complaint Process

Pursuant to the established Board Rule, The Board maintains a formal complaint process to ensure accountability, transparency, and consistent regulations of all towing operations within the City. Effective oversight of towing operations is essential to maintaining public trust, protecting consumers, and ensuring compliance with municipal law and (when applicable) OPG contract requirements. Complaints serve as a critical mechanism for identifying misconduct, operational deficiencies, or violations of Board rules.

315.1 Sources of Complaints

Complaints may be initiated by:

- Members of the public,
- City personnel, including LAPD employees,
- CID, when an act or omission suggests potential wrongdoing, misconduct, or non-compliance to the contract, Rules, or Regulations.

NOTE: CID may open a complaint based on any conduct or information that a tow operation or OPG is violating Board rules or applicable law, or that an OPG is violating contractual obligations, OPG regulations, or directives.

315.2 Investigative Timeline

It is CID’s goal to complete complaint investigations within 60 days, recognizing that timelines may vary depending on:

- Complexity of the allegation(s), and
- Availability and cooperation of involved parties

315. 3 Findings and Adjudication

Upon completion of an investigation, CID will issue a formal finding, referred to as an adjudication, to the involved parties. Findings are provided in writing, typically in the form of a letter.

FINDING	DETERMINATION	ADVERSE IMPACT	NOTES
Sustained	An act or omission occurred that violated rules, the contract, or the law.	YES	These findings may have a direct impact on permitting and contracts.
Unsettled/ Aggrieved	When an articulated violation has occurred, but fault can not be determined and/or the accused tow company unreasonably delays or obstructs investigative efforts.	YES	Can have an impact on contract evaluations or permitting considerations since the tow company appears to be obstructing investigative efforts.
Not Resolved	Insufficient evidence to prove or disprove the allegation. Not resolved cases may be used to sustain ongoing or habitual conduct.	POSSIBLE	Repeated “not resolved” complaints may ultimately be used to help substantiate a clear pattern of conduct (which would then result in a sustained complaint).
Settled	May be issued when a violation occurred but the tow company took reasonable steps to correct or mitigate the problem. CID may close the complaint as settled even if the complainant disagrees.	POSSIBLE	Generally used in instances when tow yards made reasonable efforts to cure a situation. May only have an impact when an established pattern develops (such as repeated damage to cars).
Withdrawn	Withdrawn complaints generally occur when a complainant becomes non-responsive, is duplicative, the complaint is obviously false, or the complaint lacks information that can identify the tow company.	NO	
Unfounded	Act did not occur as alleged or was lawful or reasonable.	NO	

315.4 Appeal Process

An appeal process is available when a party believes additional information, documentation, or clarification may affect the outcome. Appeals must be submitted in accordance with CID procedures and must present new or previously unavailable information relevant to the complaint.

CID will review the appeal and issue a supplemental determination when appropriate.

317 CID Lien Sale Video Requirements

All lien sale (auction) recordings, as required by OPG regulations, shall meet the following minimum requirements:

- Clear bidder visibility. Bidders must be clearly discernible, with unobstructed frontal visibility sufficient for positive identification and for confirmation of an affirmative attempt to bid (e.g., bidder number raised).
- Audible auctioneer announcements. All required lien-sale announcements must be clearly heard, including opening statements, bid calls, bidding opportunities, and final sale declarations.
- Continuous recording. The recording must run without interruption from the start of the auction through the final sale.
- Standard digital format. Videos must be provided in MP4 or MOV format and shall be playable on a standard Windows-based desktop.

Note: OPGs may utilize more than one recording device to achieve these requirements, especially in instances of hybrid (online and in-person) auctions. However, all videos must be retained and playable.

- Auction videos must be downloadable to a USB thumb drive and provided to CID upon request without delay.
- All recordings must comply with the five-year retention requirement established under Board rules.
- OPGs shall maintain secure storage and ensure recordings remain accessible, viewable, and uncorrupted for the full retention period.

317.1 Compliance Requirement

Failure to provide auction video in a workable, viewable, or supported format (MP4 or MOV) or failure to produce the recording upon CID request will result in a sustained complaint and may trigger additional contract enforcement action.

318 NHTSA Cooperation Agreement

(Established December 31, 2024) In January 2025, the National Highway Traffic Safety Administration's (NHTSA) Los Angeles area field office became operational. NHTSA is a federal agency focused on transportation safety across the country. A primary duty of the NHTSA is to collect and analyze data regarding motor vehicle crashes. The use of the

data includes (but is not limited to) improving vehicle safety features and identifying manufacturing flaws. The Los Angeles field office intends to randomly sample approximately one hundred vehicles involved in crashes across the Los Angeles region in 2025 (and potentially beyond). NHTSA's efforts to reduce the chances of traffic crashes and to mitigate injury and death in the event of such crashes coincide directly with our Department's efforts to improve traffic safety and the City of Los Angeles' "Vision Zero" goal for 2025. We look forward to working with our federal counterparts at NHTSA to achieve these ambitious goals.

Starting in January 2025, Crash Investigation Specialists from NHTSA will randomly draw vehicles involved in motor vehicle crashes in the Los Angeles region. In some instances, those involved vehicles will be stored on OPG lots. Whenever practical, OPG lots should allow the investigators access to the lot to conduct thorough examinations of these vehicles.

318.1 Expectations of NHTSA staff:

- Crash Investigation Specialists should generally give the concerned OPG lot one day's advance notice of their intention to conduct a vehicle inspection. One-day notice is defined as 12 or more hours.
- Absent extenuating circumstances, Crash Investigation Specialists shall conduct inspections during regular business hours of the OPG.
- Crash Investigation Specialists shall generally not conduct inspections on days the OPG has a scheduled auction of lien vehicles.
- Crash Investigation Specialists shall not conduct inspections of vehicles on an "Evidence Hold" without specific written authorization of the concerned investigating detective.
- NHTSA Employees shall provide photo identification and a business card upon the request of OPG management before being granted access to their private lots.

318.2 Expectations of the impacted OPG

- OPGs shall cooperate with reasonable requests of NHTSA employees as delineated above in the "Expectations of NHTSA staff."
- If OPGs do not have adequate staffing to facilitate an inspection, they may request up to a 48-hour delay (two business days) to schedule an inspection with NHTSA staff.
- If resources and space allow, OPGs shall cooperate with NHTSA staff to clear space around or move the concerned vehicle to facilitate inspection.
- OPGs shall retain the names of involved NHTSA employees, and the inspection date should issues surrounding the vehicle arise.

- Vehicles shall not be held longer than legally permitted to facilitate the NHTSA inspection. Should the release of the vehicle be demanded by a properly interested person or party (and no legal reason exists to hold the vehicle), it shall be released.
- OPGs shall ensure that vehicles to be inspected are not being held for evidence.
- If such vehicles are on an “evidence hold,” OPGs shall check to ensure the vehicle has already been processed by Forensic Sciences Division (if applicable) AND shall obtain written authorization from the investigating detective (an email from the Detective’s work email address or a signed letter will satisfy “written authorization”). The OPG shall retain such authorizations (or a copy of such authorizations).

318.3 Issue and Dispute Resolution

Any issues or disputes arising from the above expectations shall be resolved by a supervisor of the OPG Section or the Commanding Officer, CID.

320 Personnel, Uniform, and Operational Conduct

The Board expects all OPGs to meet and maintain strict standards of personnel conduct, uniform appearance, and operational performance. These expectations are fundamental to protecting the City’s interests, ensuring public confidence, and supporting the safe and professional delivery of towing services. While the Board appreciates the OPG Association’s ongoing efforts to promote industry professionalism, certain baseline requirements cannot remain aspirational. They must be formalized as enforceable directives to ensure consistency, accountability, and alignment with the City’s regulatory framework.

321 Universal Tow Operators

(Established January 9, 2024) Recognizing the difficulties of the job market and, in some cases, the inability of OPGs to offer full-time employment as well as the need to maintain a high level of service to various City entities, it is hereby authorized that OPG tow unit operator permits may be used at any OPG (universally) under the following conditions:

- "Secondary OPGs" may hire tow unit operators who possess a valid permit for any other "Primary OPG" that has a valid contract with the City of Los Angeles.
- Each tow unit operator must possess and maintain a valid permit from the City of Los Angeles.

- A Secondary OPG must seek written permission from the Primary OPG's general manager when intending to hire a tow unit operator for temporary or part-time work. The permission shall identify the concerned tow unit operator, identify the intended employment date, and identify both the receiving and originating OPG. This document shall be available for inspection upon request by CID.
- To be eligible for cross-hiring under this program, each tow unit operator must provide written consent for their Primary OPG employer to release background information and/or any other details required in the original tow operator permit application and review process, along with any requested employment records (this waiver may be included as part of the written request within item 3, above).
- Any OPG employing a tow unit operator on a universal tow permit must list the tow unit operator as an employee in their Monthly Activity Summary Report sent to CID.
- The employment arrangement must comply with all related local, state, and federal laws, rules, and regulations.
- If an employee severs employment with their Primary OPG or becomes a full-time employee of the Secondary OPG, a new (or separate) permit is required. Full-time is defined as 32 or more hours per work week. A work week is defined as any consecutive 168-hour period.
- The OPG management understands that tow unit operators work in an inherently dangerous industry and working extended hours subjects employees to fatigue. The management of both the Primary OPG and Secondary OPG shall closely monitor all employees for fatigue and take all reasonable steps to mitigate such fatigue.
- The Universal Tow permit shall not be constructively used by OPG management to underfund or reduce tow unit operator employee benefits by repurposing full-time staff to part-time roles.
- The Universal Tow permit may only be used at other active and properly permitted OPGs. If a tow unit operator works for another (non-OPG) tow company, they shall be properly and independently permitted with that company.

323 Uniform and Appearance Guidelines

All OPGs shall maintain a professional, consistent, and readily identifiable uniform and appearance standard for all employees who interact with the public, respond to calls for service, or perform towing, storage, or release-related duties.

The following requirements establish the minimum baseline standard applicable to all OPGs; however, each employing OPG retains full authority to adopt and enforce more restrictive uniform, grooming, or appearance policies as necessary to meet operational, safety, professionalism, or branding needs.

323.1 Uniform Requirement (Minimum Standards)

All employees exposed to the public or engaged in field operations shall wear an approved, standardized uniform that clearly identifies the employee as part of an OPG. Uniforms must present a consistent appearance across all OPGs citywide to ensure immediate recognition by City personnel, first responders, and the public.

Tow operators shall wear: A collared uniform shirt and uniform pants, or coverall, or jumpsuit in an approved charcoal or gray color, consistent with OPG Association standards.

Uniform garments must display the approved OPG insignia, logos, or wording in the standardized placement pattern established by the OPG Association to ensure uniformity across all operators. Pursuant to contractual rules, the uniform shall include the employee's first name, visible on the outer garment.

323.2 Outerwear and Safety Gear (Minimum Standards)

Outerwear worn in the field shall be limited to approved uniform jackets or coats in charcoal or gray that maintain clear OPG identification and display the approved insignia and name in the standardized pattern.

Nothing in this requirement shall conflict with the safety measures necessary to address the known hazards of towing operations. Employees are permitted, and when conditions warrant, shall wear an OPG Association approved high-visibility reflective safety vest (or "gear") over their outermost uniform garment while actively engaged in any towing, recovery, or transport assignment. The safety vest shall be worn whenever environmental, roadway, or operational conditions require enhanced visibility to ensure the safety of the employee and the public.

"Gear" may be inclusive of reflective pants, headwear, or other approved items either standalone or integrated into the uniform that meet established OPG Association guidelines or legal standards.

All uniform items (including safety gear) shall be clean, in good repair, properly fitted, and worn in a neat and professional manner.

Employees shall wear appropriate footwear with non-slip, oil-resistant soles; safety-toe boots are required for shop, yard, and field operations.

323.4 Grooming & Personal Appearance (Minimum Standards)

Employees shall always maintain a professional appearance while on duty. At minimum:

- Hair, facial hair, and grooming shall be neat, clean, and shall not pose a safety hazard.
- Jewelry shall be professional, minimal, and shall not interfere with safe operation of equipment.
- Tattoos that are offensive, inflammatory, or inappropriate for public-facing work shall not be visible while in uniform.
- Employees shall maintain appropriate personal hygiene consistent with public-facing service and safety expectations.

325 Back-Channel Tow Requests Prohibited

Each OPG shall ensure that all towing, recovery, and transport requests from City personnel are received exclusively through the OPG's dedicated dispatch center. OPGs shall prohibit their tow operators, drivers, and field employees from accepting direct or informal service requests from any City employee or representative. All OPG personnel must immediately direct such individuals to the dispatch center so that every request is properly logged, time-stamped, tracked, and auditable by CID. Centralized dispatching is required to maintain operational accountability, ensure accurate equipment deployment, prevent unauthorized or undocumented service activity, and preserve the appropriate oversight necessary for safe and compliant towing operations.

330 Permitting, Licensing, Taxes and Fee Remittance Requirements

All OPGs are responsible for complying with current law as well as any future amendments, renumbering, or newly enacted provisions that affect tax obligations, fee remittance schedules, permitting standards, or operational compliance. Nothing in this manual shall be construed as limiting the City's authority to impose additional requirements or modify existing obligations through legislative, regulatory, or contractual action.

331 City Tax Remittance

OPGs shall adhere to all applicable provisions of the Los Angeles Municipal Code governing the remittance of City fees and tax obligations, including but not limited to LAMC §§80.77.1, 80.77.3, and 80.77.4, as those sections may be amended or renumbered. OPGs are required to remit the Vehicle Release Fee, Vehicle Forfeiture Fee, and Gross Receipts Fee twice per month, specifically on the 15th day and the last day of each calendar month. The Office of Finance may charge a 25% penalty for any delinquent remittance of fees owed, creating a uniform penalty structure consistent with other City fee obligations.

OPGs are responsible for maintaining accurate financial records, ensuring timely reporting, and submitting all required payments without delay. Failure to meet these obligations or failure to provide an adequate audit trail for contract administration, constitutes a material breach of City requirements and may result in administrative discipline, suspension, or termination of the OPG's operating authority.

In addition, OPGs must ensure that all taxes, fees, and assessments are paid on any money, deposits, assets, or property acquired through OPG operations, including vehicles obtained through lien sale, forfeiture, or other legal processes. No revenue or asset obtained by an OPG may bypass required tax reporting or remittance. The failure to pay all monies owed to the City, County, State, or Federal government as required by law constitutes a material breach of OPG contractual obligations and permitting rules.

331.1 Tax Remittance Default

In accordance with Section 22.04.1 of the LAMC, the Office of Finance may request the Police Commission to begin the revocation process for outstanding tax delinquencies relative to granted police permits for OPG operators.

331.2 Title Forfeitures

Any vehicle towed or impounded in the OPG's official capacity that comes into the OPG's possession through title forfeiture or "pink-slip surrender" shall be processed as a forfeited-title vehicle. The OPG shall attempt to sell all such vehicles at a public lien-sale auction unless the vehicle is properly classified as low-value or "junk" under applicable law. Vehicles deemed low-value or junk may be disposed of only in accordance with statutory requirements and contractual directives. No forfeited-title vehicle may be retained, diverted, converted, or otherwise transferred to any OPG employee, agent, or affiliated party, and no alternative disposition may occur outside the authorized lien-sale or junk-disposal procedures.

332 Parking Occupancy Tax

332.1 Bonds

Pursuant to LAMC §21.15.6(d)(4) OPGs are exempt from the Parking Occupancy Tax operator bond requirement. This exemption applies only to OPGs and governmental entities.

332.2 Tax Obligations

The OPG must collect and remit to the City the Parking Occupancy Tax as required by Section 21.15.4 of the Los Angeles Municipal Code and must comply with all the requirements relating to such Parking Occupancy Tax pursuant to Los Angeles Municipal Code Sections 21.15.1 through 21.15.14.

333 Prohibition on Vehicle Sales Activity

Pursuant to LAMC §80.77.4(E)(5), OPGs are strictly prohibited from engaging in the business of buying, selling, or otherwise dealing in motor vehicles beyond the scope of authorized lien-sale or forfeiture processes. OPGs are strictly prohibited, either directly or indirectly operating as used-car dealers, brokers, or wholesalers.

For the purposes of this section, “Dealer” means any OPG, its employees, affiliates, or any person with an arm’s-length relationship to the OPG acting on behalf of or for the benefit of the OPG or its employees who engages in conduct that constitutes vehicle dealer activity under California law. An OPG, its employees, or affiliates shall be deemed to be acting as a Dealer if they sell or transfer five (5) or more vehicles within any twelve-month period outside of a lawful lien-sale public auction, including vehicles obtained through private transactions, title surrenders, internal conversions, transfers from affiliated businesses, or any other transfer intended to circumvent lien-sale rules, DMV reporting requirements, tax obligations, or if they engage in any conduct deemed by the State of California, the DMV, or any tax authority to constitute vehicle dealer activity, including, but not limited to, the profit-motivated sale of even a single vehicle.

335 Enhanced Permitting guidelines for OPG Tow Operators

(Established August 17, 2023) OPG personnel operate under conditions that require a level of professionalism, integrity, and accountability that exceeds the expectations placed on non-contracted tow operators. As representatives of the City, OPG tow operators routinely handle vehicles and personal property of significant evidentiary and monetary value, including items such as currency, valuables, firearms, narcotics, and other contraband inadvertently left within vehicles. They also play a critical role in maintaining the chain of custody for vehicles associated with major criminal investigations, where evidentiary integrity is paramount.

Because of these heightened responsibilities, OPG employees are subject to elevated permitting and background-check standards. These standards ensure that individuals entrusted with sensitive property, evidence, and City operations meet rigorous criteria for honesty, reliability, and suitability for public-facing

duties. The enhanced review process reflects the unique nature of OPG work and the necessity of ensuring that all personnel are beyond reproach in their conduct and capable of upholding the City's expectations for safety, accountability, and public trust. Consequently, the following rules are applied by CID during the permitting process of an OPG Tow Operator permit.

- The applicant must meet all regular requirements of a tow operator permit.
- Applicants with a conviction of any felony offense or an offense of violence, dishonesty, theft, fraud, drug-related offenses, or sex offenses within the past ten years shall be denied a permit.

Note: If any portion of that 10-year history is served in any penal institution, the criminal history of an applicant shall be extended to account for the time spent within the penal institution.

- Applicants with a misdemeanor conviction of vandalism, reckless driving, weapons charges, crimes of violence, or driving under the influence within the past eight years shall be denied a permit.
- Any aggravated felony convictions (i.e., murder, rape, kidnapping, robbery, etc.) regardless of timeline are subject to automatic denial (those with convictions in excess of ten years prior may be reviewed on a case-by-case basis to determine if extenuating circumstances exist).
- There is an articulable concern that the applicant is or has been associated with a street gang or criminal enterprise within the past ten years.
- There is an articulable concern regarding the applicant's mental fitness, actions, and/or behavior, to perform contracted work for the City of Los Angeles.
- A determination is made by the Executive Director of the Board to deny the permit for any reason at their sole discretion.

335.1 Fair Employment and Housing Act

The guidelines set forth are not intended to interfere with hiring regulations set forth under the Fair Employment and Housing Act. OPGs should not inquire or use any information regarding an applicant's criminal history during the initial decision to make a conditional offer of employment. The denial of an OPG Tow Operator's Permit by CID, when applicable, should constitute an evidenced-based determination that the applicant has a direct and adverse relationship with the specific duties of the job and responsibilities as a contracted Tow Operator for the Police Department. These guidelines are not intended to interfere with the OPG's own (potentially more rigorous) hiring standards or guidelines for applicants.

335.2 OPG Tow Operator Hiring – Arbitration

In limited circumstances, an applicant may present facts or conditions unique to their situation that would ordinarily result in denial under the established criteria but nonetheless warrant further consideration. In such rare cases, extenuating circumstances may justify approval. To ensure fairness while preserving the integrity of the permitting standards, an arbitration process is established for these exceptional cases. This process is intended solely to evaluate legitimate extenuating circumstances and shall not be used to circumvent, weaken, or undermine the established permitting criteria.

Tow Operators wishing to appeal a decision to deny an operator permit may request for the case to be brought to arbitration or they may opt to go directly before the Police Permit Review Panel (PPRP). In either case, they should submit a written request to CID within 10 days of the denial. If they opt for an arbitration hearing and upon the agreement of the Executive Director, CID will arrange for an arbitration hearing. The Executive Director will have authority as the arbitrator.

The arbitration process shall consider:

- The nature of denial and gravity of the offense or conduct.
- The amount of time that has passed since the offense or conduct was committed.
- The nature of the job responsibilities as they pertain to the committed offense.
- Any evidence that challenges the accuracy of the reported alleged conduct.
- Evidence of rehabilitation or other mitigating circumstances.

If the Executive Director concurs with a denial decision, the case may be either withdrawn by the applicant or presented to PPRP for final, binding consideration. If the applicant moves forward with a PPRP hearing, they should be aware that a denial decision by the PPRP will result in the applicant being unable to apply for another Tow Operator Permit for five years.

NOTE: PPRP will evaluate the denial decision based not only upon law and applicable standards, but the contractual relationship that exists with OPGs and all associated rules, regulations, discretion, and interests of the Department to ensure that contracted employees adhere to enhanced standards required of OPG employees.

340 Service Area Compliance, Equipment, and Standards

These provisions clarify OPG operations to ensure geographic sovereignty, reinforce the deployment of properly rated equipment for all towing and recovery assignments, and establish response expectations for heavy-duty towing.

341 Service Area Infringements

OPGs shall not perform towing or storage operations outside their assigned service area unless a valid contractual or investigative exception applies. Any unauthorized entry into another OPG's service area constitutes a violation of service-area sovereignty and directly undermines the operational and financial integrity of the affected OPG.

OPGs are strictly prohibited from accepting, soliciting, or responding to tow requests outside their designated boundaries, including requests initiated by Department employees, unless the request falls within an authorized contractual, operational, or investigative exception. OPGs must decline any improper out-of-area request, promptly notify the neighboring OPG whose service area would be affected, and promptly notify CID of the occurrence.

CID will investigate all allegations of service-area encroachment and will conduct periodic audits of recent impounds to verify compliance with service-area restrictions.

343 Required Use of Properly Rated Equipment

OPG operators shall dispatch and utilize equipment that is properly rated for the vehicle's weight, configuration, damage condition, and recovery environment. Heavy-duty and medium-duty towing and recovery assignments shall be performed with the appropriate equipment when the vehicle's GVWR, axle count, load condition, or roadway circumstances exceed the safe operating limits of smaller trucks.

Operators must ensure that the selected unit has adequate lifting capacity, winching capability, braking performance, rigging strength, and structural stability to safely complete the assignment without compromising industry standards or public safety. The use of undersized or insufficiently rated equipment is strictly prohibited, and OPGs are responsible for evaluating each assignment and deploying the correctly rated heavy-duty unit without improper shortcuts or substitutions.

345 Heavy-Duty Response Time Standards

Heavy-duty tow providers shall maintain an expected response time of one (1) hour from the time the request is issued by an authorized City representative. This standard reasonably accounts for the complexity of mobilizing heavy-duty equipment, travel distance, traffic and environmental conditions, and the need to assemble specialized personnel and rigging. OPGs shall provide status updates and promptly notify the requestor if conditions arise that may extend the response time beyond one hour. Repeated or unjustified delays may result in administrative review or corrective action.

346 Alternate Heavy-Duty Provider Authorization

If the assigned heavy-duty OPG is unable to service a request, refuses the request, indicates an unreasonable delay beyond the one-hour standard, or states they do not have adequate yard space, equipment availability, or operational capacity to perform the requested service, the City may immediately authorize another capable, contracted, heavy-duty operator to respond and fulfill the request. This ensures timely clearance of hazards, protection of public safety, and uninterrupted City operations. The originally requested OPG shall not obstruct or interfere with the alternate provider's response or intentionally misstate response times, the availability of equipment, or operational capacity.

350 Situational Challenges

351 Extraordinary Event

"Extraordinary Event" means a significant planned or unplanned event or emergency that cannot reasonably be handled through normal operations or standard mutual-aid procedures, including but not limited to:

- Natural disasters;
- Terrorist incidents;
- Declared local, state, or federal emergencies;
- Particularly dangerous or unusual weather events;
- Catastrophic or large-scale incidents requiring priority towing or recovery services beyond normal staffing levels.
- Large-scale international or national events designated by the City or Department as requiring extraordinary public-safety mobilization (e.g. national conventions, sporting events, special assemblies, or other similar events with national or international implications), where demands are expected to exceed normal staffing or mutual-aid capacity.

Routine or planned events that are reasonably foreseeable and typically managed through standard staffing or mutual aid (e.g., marathons, parades, or scheduled enforcement operations) shall not constitute an Extraordinary Event

unless such events escalate and require extraordinary mobilization beyond normal operational capacity, as determined by the Department.

351.1 Pre-Declaration Mobilization (Sudden or Emerging Events)

When a significant unplanned event is unfolding and may reasonably escalate into an Extraordinary Event, the OPG Association and all OPGs shall immediately begin pre-mobilization “paper planning,” including:

- Appointment of a Planning Chief and planning support staff.

Note: For large-scale or resource-intensive incidents, the Planning Chief shall not be drawn from the OPG operating within the impacted service area, whose personnel and equipment will already be under extraordinary strain. Instead, the Planning Chief shall be appointed from a neighboring mutual-aid OPG to ensure uninterrupted planning continuity, objective resource coordination, and operational stability throughout the event.

- Establishment of internal communication channels.
- Initiation of resource inventorying using ICS-218. Upon the request, all OPGs shall promptly submit an ICS-218 identifying any available resources to the appointed Planning Chief.
- Identification of available operators, medium and heavy-duty units, flatbeds, support vehicles, and supervisory staff.
- Preparation of preliminary ICS-211 check-in rosters for anticipated deployment.

This pre-mobilization may (and should) be implemented by any member of the OPG Association Executive committee whenever a formal declaration has not yet been issued by the City but is anticipated.

351.2 Formal Declaration

Upon declaration of an Extraordinary Event by the Board, its designee, or an authorized Incident Commander, the Department will notify:

- The OPG(s) within the impacted service area; and
- The OPG Association.

Notification shall include the anticipated operational period start time, staging location(s), and any initial resource expectations.

351.3 Documentation Requirements

ICS-211 (Check-in Roster). Upon arrival at the staging area, or dispatch to a tow request within the operational area, every OPG unit shall ensure their unit is included on an ICS-211 form.

At check-in, the ICS-211 shall (minimally) include:

- Operator name {box 8}
- OPG Company Name {box 11}
- Unit number and type (light-duty, medium-duty, etc.) {box 5}
- Time of check-in {box 12}
- Assignment {box 14}

The Department command post may request the ICS-211 roster for inclusion in ICS paperwork, however, all OPGs shall retain a copy (or photograph) of any completed ICS-211 forms for reimbursement purposes.

ICS-218 (Equipment Inventory). The OPG Planning Chief shall complete an ICS-218 listing all available resources, which shall be updated every operational period or upon significant resource changes. This form shall be provided on a regular and recurring basis to the incident commander or designee, or to CID upon request.

351.4 Submission Requirements

All ICS-211 and ICS-218 forms shall be submitted to:

- The Incident Commander or designee at regular intervals or upon request,
- CID, during the operational period and upon conclusion of the "Extraordinary Event" for reimbursement calculations.
- The OPG Association Planning Chief shall serve as the primary liaison throughout the operational period and is strongly recommended to function as the centralized clearinghouse for all completed ICS documentation, ensuring a single, accountable point of contact during demobilization and post-incident reconciliation. However, this role is intended to provide additional administrative support to the impacted OPGs and does not relieve any Contractor of its independent record-keeping, cost-tracking, or documentation obligations required for reimbursement or audit purposes.

352 Theft of Possessory Lien

(Established May 4, 2026) Means the unlawful removal or taking of a vehicle from a tow truck or storage facility without payment of all lawful towing, storage, and administrative charges, thereby depriving the lienholder of its legally protected right to retain possession. This includes situations in which possession has been obtained by the OPG and where the registered owner, driver, or any third party retrieves or drives the vehicle away, obtaining an official release or satisfying the lien obligations.

352.1 Reporting

Should an individual interfere with a lawful tow or enter a storage lot to conduct the unlawful removal of a vehicle, the police should be contacted. OPG employees must also consider whether any other crimes occurred during the removal, such as vandalism, trespass, burglary, or assault, and shall disclose the most serious incident to ensure a timely response of officers.

When safe to do so, employees shall make all reasonable efforts to preserve all available evidence.

If no additional crime has occurred, employees should request that the responding officer complete a "Theft of Possessory Lien" report.

The vehicle MUST NOT be reported as stolen if it can be reasonably concluded that the legal or registered owner has taken possession. Employees shall provide all relevant details to the responding officers, including the identity of the person who removed the vehicle (if known), how access to the vehicle was obtained, whether the vehicle was on an investigative or evidence hold, and whether any additional property was taken

In addition to completing a report (or notification) to the responding officers, the incident should also be reported to CID in a timely manner.

352.2 Distinguishing Theft of Services from Vehicle Theft

If the vehicle was previously reported stolen and it is confirmed that the legal or registered owner took possession, responding

officers will generally remove the vehicle from the Stolen Vehicle System (SVS). An owner repossession is not entered into SVS because, once the owner regains possession, the lien is extinguished, the owner cannot legally "steal" their own vehicle, and misclassifying such an incident as a stolen vehicle can create significant downstream risks. The theft is of the services provided, not the vehicle itself.

352.3 Owner Identification

There shall be no presumption that the person who removed the vehicle is the legal or registered owner. That determination rests solely with the police officers investigating the incident and is essential to determining the extent of the criminal conduct. OPG employees must fully cooperate with the on-scene law enforcement investigation and make all reasonable efforts to assist in determining the identity of the individual(s) responsible for removing the vehicle and shall not improperly withhold information if the identity of the perpetrator is reasonably known.

Note: These procedures are intended to guide the OPG response after the unauthorized removal of a vehicle; they are not intended to direct the investigative decisions of responding officers.

353 Vehicles Unsafe for Transport

353.1 Vehicles containing hazardous or explosive materials

Tow operators frequently respond to address the removal of vehicles that have been burned, vandalized, stripped, involved in traffic collisions, or that are in various states of disrepair. Even routine impounds may result in the discovery of hazardous chemicals or contaminants. When legally transported and appropriately stored, these materials present limited risks to the public. However, in some instances, the materials have been improperly stored, or their storage containers have been compromised resulting in a potential or actual threat to public safety.

Prior to the towing of vehicles, tow operators shall make reasonable efforts to determine the presence of hazardous chemicals or contaminants and upon becoming aware of the presence of such materials, shall assess the integrity of the material's storage containers and whether concerns exist with the movement, transport, and storage of the vehicle containing such contaminants. During such assessments, if the

discovery of an actual or imminent health or public safety hazard is discovered, the appropriate agency (generally police and/or fire) shall be notified immediately to address the threat.

Inherent dangers exist in the impoundment and removal of vehicles. Nothing within these guidelines is intended to encourage or increase a tow operator's exposure to risk. Instead, these guidelines are intended to encourage tow operators to evaluate each tow for the possibility of unforeseen hazards or dangers that may not be readily apparent.

353.2 Initial Assessment

If a scene is unsafe to approach for any reason, tow operators shall defer to trained first responders (police, fire, etc.) to render the location safe prior to becoming involved in the towing of vehicles.

Tow operators should conduct a basic assessment of whether the vehicle is safe for transport. If chemicals, contaminants, or potential explosives are present, tow operators shall address the following concerns:

- Does it appear that the chemicals or contaminants are stored improperly or illegally?
- Do the chemicals or contaminants lack the proper storage containers?
- Are there concerns with the integrity of the container in which the chemicals are stored? (Is it leaking, damaged, etc.?)

If the answer to any of those questions is “yes,” a response from either a hazardous materials unit or an explosives (bomb) unit shall be made at the discretion of responding police or fire officials. OPGs shall not transport a vehicle to their facility until it is deemed safe for transport and storage.

353.3 Vehicles containing excessive trash or debris (unsafe to transport)

Occasionally, tow operators are requested to move vehicles that contain excessive amounts of trash or debris. If the trash is safely contained within the vehicle, the vehicle should generally be transported. However, if the trash or debris is likely to (or does) create an unsafe cargo load during the movement or transport of the vehicle, then the Los Angeles Department of Sanitation, Livability Services Division shall be contacted prior to commencing the tow of the vehicle to remove excess trash. The request for a response from Sanitation's Livability Services Division shall be made by the impounding agency.

353.4 Vehicles discharging wastewater

The discharge of wastewater onto the public right-of-way constitutes an immediate public health and environmental concern. Discharge of wastewater may occur (or be noticed) prior to towing, upon lifting of the vehicle, or during transport. Tow operators should conduct an assessment of vehicles (typically RVs or campers) that contain either manufactured or makeshift toilet, sink, or shower facilities. An assessment to verify the integrity and condition of the tanks or containers intended to hold such wastewater should be conducted. In many cases, the tank is built into the frame of an RV and may not be accessible for such an assessment. In such instances, an overall assessment of the undercarriage of the vehicle for leaking fluids should be conducted.

If wastewater or another contaminant fluid leak is observed or reasonably suspected, the tow operator shall inform the impounding agency. A response from the Los Angeles Department of Sanitation, Watershed Protection Division shall be requested by the concerned impounding agency. OPGs shall not transport any vehicle with leaking contaminants to their facility until deemed safe for transport and storage.

If a leak is suspected or observed during the transport of the vehicle, the operator shall discontinue the transport when reasonably safe to do so and should make a reasonable effort to place the vehicle and leaking contaminants in an area to mitigate the public health and environmental risks posed by the leak. Operators shall be cognizant of heavily populated areas, storm drains, nearby water sources, and the anticipated flow of any fluid run-off. The impounding agency shall be requested to respond to the location of the interrupted tow to address the active environmental or public health threat.

353.5 Individual Responsibility

Tow truck operators are reminded that they are ultimately responsible for their cargo. CVC §24002 establishes that it is unlawful to “operate any vehicle or combination of vehicles which is in an unsafe condition, or which is not safely loaded, and which presents an immediate safety hazard.”

If a tow operator deems it unsafe to tow a vehicle to their facility, they shall promptly communicate their concerns to the impounding officer for resolution prior to initiating tow operations.

353.6 Procedures for a refusal or inability to tow

Tow operators that determine a vehicle is unsafe for tow and are unable to receive immediate resolution of the potential safety hazard, shall follow the following procedures.

If safe to do so, photograph the vehicle and the hazardous situation presented. Obtain the business card or name and identification number of the impounding officer or on-scene supervisor from the concerned agency. Within 24 hours of the tow refusal, email a report and photographs documenting the concern to CID at OPG@lapd.online. Reports shall include the date and time of the incident, location of the incident, vehicle description, name of the impounding officer (include identification or serial number), a description of the hazard, and an explanation of why the vehicle was unsafe to tow.

355 Towing of Department Vehicles (within Service Area)

Shall be defined as standard duty towing or routine field-service requests occurring within the concerned service area, Department employees shall request service through Communications Division, which will relay the request to the appropriate OPG. Typical examples include a dead battery, disabled vehicle, or a towing of a police vehicle to the division or another location within the same service area for maintenance or service needs.

Department employees shall not contact OPGs directly for towing or field service of Department vehicles. OPGs receiving such direct requests shall decline the request and advise the employee of the proper procedures described in this section.

356 Towing of Department Vehicles (outside Service Area)

Shall be defined as all instances of towing of a Department vehicle that either originates or terminate outside the Service Area. During business hours of Motor Transport Division (MTD), generally 0600 hours to 2300 hours daily (including some holidays), Department employees shall request service from MTD. MTD can be reached at (213) 486-1020.

In instances where an employee is unable to receive service from MTD, they shall contact the Department Operations Center (DOC). The DOC is open 24 hours a day, daily.

Upon receipt of an employee request for service of a verified Department vehicle, the DOC will issue a "PZ" number, and contact the concerned geographic OPG 24-hour dispatch center to respond to the location of a stranded Department vehicle. Once contacted, OPGs shall request the "PZ"

number from the DOC employee and handle requests within their assigned service area.

In the event the service request is outside Los Angeles city limits, the nearest geographic OPG shall be contacted and should respond to the request. An OPG unable or unwilling to complete the tow request, should refer the DOC employee to the next closest OPG for service of the request.

356.1 Reimbursement (Outside Area Department Vehicle Tows)

The OPG should submit a request for reimbursement to CID based on “per mile” mileage rate (OPG towing rate table) for distance traveled roundtrip outside of their service area.

The reimbursement request shall include:

- The date and time of the request,
- The location of the request,
- Concerned vehicle descriptors (to include license plate number and/or “shop number”
- Name and serial number of the serviced employee (stranded employee, not DOC employee)
- A brief description of the issue and resolution
- The “PZ” number issued by the DOC (and work order number, if available)

The DOC shall submit “PZ” numbers to MTD for processing into a work order number in a timely fashion.

354 Towing of Nonconventional Conveyances

Tow requests of this type will generally fall within an Officer’s “community caretaking” responsibilities for found, abandoned, or recovered property. However, in some cases, officers may exercise enforcement discretion which may result in the impoundment of a non-conventional conveyance or vehicle.

354.1 Non-Conventional Conveyances subject to OPG Impound

A **motor-driven cycle** is a motorcycle with an engine displacement of less than 150 cubic centimeters, as defined in CVC §405. This category includes both street-legal motorcycles that meet registration and licensing requirements and certain off-highway motorcycles (“dirt bikes”) that lack registration because they are not manufactured or certified for operation on public roadways.

A **moped or motorized bicycle** (CVC §406) is a two- or three-wheeled device equipped with a seat or saddle, capable of a maximum speed of 30

MPH, and powered by an electric or combustion motor with an automatic transmission. Pedals may be present or absent. These vehicles should display a DMV-issued bicycle license plate, VIN, or DMV-assigned VIN, and operators must possess an M1 or M2 endorsement.

An **Electric Motorcycle or “e-moto”** is a two-wheeled, electric-powered motorized device equipped with a seat or saddle and capable of roadway-level performance, regardless of whether a speed governor is installed. Speed-governed units remain classified according to their original manufacture intent, not their limited operational speed.

Note: E-motos may be manufactured either as Federal Motor Vehicle Safety Standards (FMVSS) certified motor vehicles with a 17-digit VIN or as non-certified off-highway device not intended for public-roadway use.

Go-karts, low-speed vehicles, and golf carts are four-wheeled motorized conveyances weighing under 3,000 pounds, typically capable of speeds up to or exceeding 25 MPH, and powered by either electric or gasoline motors. This category also includes certain off-highway vehicles (OHVs), dune buggies, and side-by-side utility vehicles (e.g., Can-Am, Polaris, Gator) that are either not manufactured or not certified for operation on public roadways.

Pocket bikes or Mini bikes are small, two-wheeled motorized devices equipped with a seat or saddle, typically one-third to one-quarter the size of a standard motorcycle, and generally powered by engines displacing under 50 cc. They are not designed for public-roadway use, are not subject to DMV registration, and may be impounded under CVC §21721(a) for a minimum of 48 hours.

354.2 Non-Conventional Conveyances NOT subject to OPG impound

Bicycles and electric bicycles do not require an operator license or endorsement and include Class 1, Class 2, and Class 3 electric bicycles as defined in CVC §312.5. These pedal-assisted or throttle-assisted bicycles must not exceed the statutory wattage and speed limits and do not meet the criteria for a moped under CVC §406.

Motorized Scooters can be either gas-powered or electric powered and is capable of propelling the rider with or without human propulsion. Motorized scooters generally consist of a handlebar and connected chain

or belt-driven, motorized platform which allow the rider to stand atop the conveyance.

Personal Mobility Devices and Electric Wheelchairs are designed for the transportation of a single person for enhanced mobility, speed, or efficiency. Such devices have a maximum speed of 12 MPH and the operator is classified as a pedestrian. Examples of such devices includes Segways, motorized skateboards, hoverboards, and motorized wheelchairs.

Go-Karts (non-combustion) conveyance with 3 or more wheels and propelled primarily by gravity, human power, or by a battery-operated motor. Such conveyances include soap box derby racers, quadracycles, and low-power toy vehicles (e.g., Power Wheels).

354.3 Disputes concerning Non-Conventional Conveyances

Tow operators encountering a request to impound a non-conventional conveyance which conflicts with information provided herein should:

- Request to speak with an LAPD field supervisor,
- If practical, provide the LAPD supervisor a copy of this section,
- If practical, contact the OPG Section, CID, during normal business hours at (213) 996-1270 for further assistance.
- Ultimately, follow the directions or instructions of the on-scene LAPD supervisor regarding final disposition of the conveyance.

354.5 Suggested disposition of conveyances NOT subject to impound

Non-conventional conveyances NOT subject to OPG impound may still require completion of a vehicle report (CHP 180) for the purposes of recovering a stolen conveyance. However, officers should not impound such conveyances to an OPG but instead complete a property report and book the item with Evidence and Property Management Division. Prior to transporting the device, the Tow operator shall request that an on-scene supervisor order them to impound the device to a property room located within the City. The tow operator shall request a CHP 180 form to document the transfer. The OPG may then request reimbursement for services provided through CID.

354.6 Suggested Disposition of Impounded Conveyances or Devices

OPGs shall determine whether a motor-driven cycle, moped, or similar conveyance is certified under the Federal Motor Vehicle Safety Standards (FMVSS). FMVSS-certified vehicles possess a 17-digit VIN and follow standard registration-based release procedures. Those vehicles shall follow standard release protocols. Non-certified vehicles, such as dirt bikes, certain mopeds, and many non-conventional electric devices, cannot be registered and require ownership-only verification.

Tow operators must return conveyances or devices to the rightful owner upon payment of administrative, impound, and/or storage fees. Ideally, at the time of impoundment, the on-scene officer should make reasonable efforts to identify the owner or possessor of the conveyance and document that information on the impound report.

In cases involving abandoned property, ownership may be more difficult to establish. When ownership has not been properly conveyed to the OPG, individuals claiming ownership or a property interest shall be referred to the divisional auto coordinator and be guided by their advice.

354.7 Conveyance Disposition Warning

Conveyances or devices lacking a VIN and not certified under FMVSS should generally not be provided to the public or sold at lien-sale auctions. Such sales may expose the OPG to downstream liability if the purchaser is injured due to design defects, lack of FMVSS compliance, or improper classification. These devices should be released only to verified owners or disposed of through appropriate legal channels.

After ten days, absent any additional legal challenges, and absent a valid claim of ownership, low-value conveyances may be subject to dismantling (for a device or conveyance valued at \$500 or less).

357 OPG Liaison Officers

Effective September 5, 2022, CID implemented the OPG liaison program.

Primary responsibilities of OPG Liaison officers:

- Conduct VIN verification of vehicles at OPG facilities,
- Complete REG 462 (vehicle disposal) forms for low-value vehicles,
- Complete vehicle disposal work orders for the VRP,

- To act as a liaison between OPG personnel, CID, divisional auto tables, and the Taskforce for Regional Auto Theft Prevention (TRAP).

Note: OPG Liaison officers are trained in vehicle appraisal and are authorized to make a vehicle valuation.

Ancillary or Supportive Responsibilities:

- Liaison officers may be used to assist in complex vehicle searches in instances of suspected hidden contraband.
- Basic or limited recovery of stolen vehicles that are located within an OPG facility. Such recoveries should be limited to straight stolen vehicles with little or no investigative leads OR no nexus to organized auto theft or another crime.
- Liaison officers will occasionally query the Records Management System (RMS) or other departmental resources and contact the concerned investigative detective to help facilitate the release of vehicles placed on protracted evidence holds. However, the investigating detective retains primary responsibility over all evidence holds, and should update RMS to justify holds that exceed 48 hours, as well as regularly revisit long-term holds and update RMS notes accordingly.
- Officers may occasionally assist with coordination of OPG towing, scheduling, and assessment of towing requirements during Council District, Department of Transportation, Watershed Protection District, or Department initiated RV enforcement events.
- Upon discovery of evidence of significant criminal activity, liaison officers do not have the expertise or geographic-area situational awareness to conduct evidence recovery or detective-level investigations. Such examples include complex VIN switch investigations, instances of organized auto theft, recovery of firearms or other significant instrumentalities, or evidence of other crime. In such cases, OPG liaison officers will contact a patrol unit or concerned detective division for handling of any subsequent evidence recovery and investigation.
- OPG liaison officers may assist in resolution of remedial tasks that would typically be handled by the response of a patrol unit AND in which no complex investigation is likely to result. Such examples would include discovery and recovery of a single lost or stolen plate or recovery of narcotics (or similar contraband) with no identified suspect.

Each geographic table coordinator or officer-in-charge of a specialized unit retains primary authority and responsibility regarding the oversight of each vehicle stored within their respective OPG garage. Table coordinators must still review weekly impound and storage reports provided by each OPG and ensure prompt completion of vehicle releases and the release of vehicles held for evidence.

Chapter IV

Special Directives

410 Street Racing Task Force – Operational Agreement

On December 18, 2023, Central Traffic Division's Street Racing Task Force (SRT) met with Commission Investigation Division (CID) personnel and the general management representing the overwhelming majority of Official Police Garage (OPG) membership. During the meeting, it was agreed that the SRT has unique service requirements that require the immediate availability of tow trucks so that they can effectively intervene during street takeover or street racing events. Consequently, the following protocols were established to ensure effective SRT operations.

SRT OPERATIONAL AGREEMENT AND RULES:

BEFORE AN SRT OPERATION

OPG SELECTION: Since street racing is a largely unpredictable and opportunistic event organized with little or no formal notice by participants, OPGs recognize that the SRT is not capable of identifying the specific boundaries of each enforcement effort and therefore unable to predict which jurisdictional service area boundaries may be crossed. Consequently, during an SRT operation, personnel will retain a list of tows from each geographic area. Those experiencing tows within their area during an SRT Operation will be invited to the next SRT Operation.

NOTICE: Concerned OPGs will be notified of intended SRT Operations at least 72 hours in advance of the operation date. Notice will be sent by email to the identified contact person on the provided OPG Association roster (Addendum 1).

Identified contacts will be provided with information to include, dates and times of the operation, staging locations, briefing requirements (if any), and general operational plans. SRT supervision shall provide a copy of each operational plan via email to the OPG Section of CID (OPG@lapd.online).

CONFIRMED ATTENDANCE: OPGs shall confirm their attendance by response email within 24 hours of receiving the notification, or, if the notification is received after hours or on the weekend, by close of business (5:00 PM) on the next business day (holidays excluded). Failure to confirm attendance (as stated) may result in the OPG being bypassed for the SRT event at the discretion of SRT supervision.

DAY OF OPERATIONS

OPG REQUIREMENTS: OPGs agreeing to partake in an SRT operation shall provide at least one (preferably two) properly licensed and permitted tow unit operator(s) equipped with a tow truck (a flatbed tow truck capable of towing two vehicles is preferred, but not required).

SRT SERVICE AREA: OPGs have been authorized to complete tows outside their service area and upon the request and authorization of SRT personnel actively engaged in a planned operation anywhere within the City of Los Angeles and surrounding jurisdictions (outside the city) as reasonable when actively working an SRT operation.

OPG TOW ORDER: Since operational plans may vary dramatically, the LAPD Incident Commander shall retain the discretion and latitude to direct a reasonable and equitable distribution of tows to all participating OPGs in a manner determined within the operational plan provided before each SRT operation. However, depending on emergent situational factors, the Incident Commander (or their designee) retains the authority to adjust the operational plan or established “tow order” when evaluating the need for tow services.

OPERATIONAL ISSUES: In the event of confusion or any conflicts with the stated rules, tow unit operators shall follow the directions of the designated LAPD incident commander. Their decisions shall be final.

Note: Absent specific delineations stated herein, the LAPD Incident Commander does not have authority to approve violations of the contract between the Board of Police Commissioners and OPGs (e.g., allowing an unpermitted tow unit operator to assist in tow operations). Such perceived violations shall be reported to CID by either the SRT personnel or involved OPGs. Requests by either OPG or SRT personnel to knowingly circumvent the contract SHALL be reported by all involved parties to CID.

All concerns that could constitute a contractual violation or grievance shall be documented by either the OPG or SRT personnel and promptly reported to CID’s OPG Section via email or written report (OPG@lapd.online).

Emergent issues involving an OPG that arise during an SRT operation shall be promptly reported to the Incident Commander (e.g., traffic collision by influence during vehicle impoundment).

NON-OPERATIONAL IMPOUNDS

VEHICLE SEIZURE PROCEDURES: Occasionally, SRT personnel receive a court order to seize a vehicle involved in SRT-related criminal activity. Due to the

mobility of vehicles, such orders may present a limited window of opportunity for officers to seize a vehicle once its location is determined. OPGs recognize that such requests shall be handled safely but expeditiously. Similarly, SRT personnel understand that traffic, distance, and other operational concerns may cause reasonable delays in an OPG's response to a tow request outside an OPG's designated service area.

Absent an active and planned SRT event, vehicle seizures made within the City of Los Angeles shall be handled by the OPG assigned to the service area in which the vehicle is located. In all cases, the OPG shall be contacted and only upon a refusal or as the result of a significant service delay, should another OPG be used. Such deviations and the details surrounding the deviations shall be documented by SRT personnel and promptly reported to CID's OPG Section (OPG@lapd.online).

OUT-OF-AREA IMPOUNDS: During a vehicle seizure for an impound outside of the City limits, as soon as practicable, SRT personnel shall determine the OPG that has indicated their willingness to respond to an out-of-area impound (Addendum 2) AND is geographically closest to the location of the targeted vehicle subject to impound.

Note: Geographic proximity shall be determined by identifying the OPG that services the closest Los Angeles City boundary (e.g., An impound in Long Beach is closest to the Harbor Area border, Service Area 5, Seventh Street Garage). It shall not necessarily be determined by the closest OPG office or the fastest anticipated response time.

SRT personnel shall make their request via Communications Division and advise dispatch the name of the specific OPG to respond (based upon Addendum 2) that the request is an "SRT Impound"

SRT VEHICLE RELEASES

30-DAY HOLDS: Many vehicles impounded during an SRT operation will be placed on a 30-day hold. Such Holds will be denoted on the top of the impound report "30-DAY HOLD – SRT." OPGs should not release such vehicles prior to the expiration of the hold without specific authorization from an SRT detective or supervisor. Inquiries regarding releases should be referred to Lieutenant Garcia (33022@lapd.online) or Sergeant Castellanos (40202@lapd.online).

REMINDERS

OPERATIONAL AGREEMENT: This operational agreement may be rescinded at any time for any reason by the Executive Director of the Police Commission.

ETHICS: SRT personnel are reminded that OPGs are city contractors and therefore they shall not demonstrate personal preference toward any specific OPG. All decisions shall be made based on operational efficiency, necessity, and common sense. Similarly, OPGs shall avoid any attempts to influence favor. Offers of gifts (including food or drinks, etc.) are strictly prohibited.

420 City-contracted Impound Sites

City-contracted impound property consists of land secured by the City for vehicle storage and processing, voluntarily administered by the OPG assigned to the service area in which the yard is located. These sites operate under CID oversight and are subject to contractual terms that often allow rapid reclamation or reassignment at the City's sole discretion.

422 Nevin Lot Rules

The following rules were established for the "Nevin Lot" located in Newton Division:



Los Angeles City Impound yard
Operated by U.S. Tow, Inc.
2621 S. Nevin Avenue
Los Angeles, CA 90011
Telephone: (213) 749-7100

Nevin Lot Procedures

BEFORE TOWING A VEHICLE

1. Contact U.S. Tow dispatch at **(213) 749-7100** to ensure there is adequate space for the vehicle.
 - Advise dispatch of your ETA (Deliver the vehicle prior to 5 PM, Monday through Friday).
 - Advise dispatch of any storage or movement concerns with the vehicle (e.g., no wheels)
 - Whenever possible, have LA Sanitation drain the blackwater tanks.
 - Cooperative OPGs are encouraged to pre-plan RV or other oversized vehicle drop-offs when appropriate (such as when notified of an impending RV operation).
2. If applicable, request a "crush order" (DMV form 462) from the impounding officer.
3. Ensure the CHP-180 (Impound Report) contains the following information:

☒ STORED	☒ IMPOUNDED	☐ RELEASED
TOWING / STORAGE CONCERN (NAME, ADDRESS, PHONE)		
ABC OPG TOW / STORED @ U.S. TOW 2621 S. NEVIN AVE. (213)749-0272		

UPON ARRIVAL AT NEVIN YARD (2621 S. NEVIN AVE)

1. U.S. Tow has agreed to grant you timely access to the lot, within 15 minutes of your arrival.
2. Tow operators shall follow the instructions of the lot attendant for where to drop the vehicle.
3. The OPG's original impound report (CHP-180) shall remain with the vehicle.
4. Ensure the vehicle is marked (in grease marker) on the windshield or other visible surface, with the following information:
 - Date of Impound
 - Towing Agency (e.g., "LADOT, LAPD"),
 - Council District (or address) towed from,
 - Your OPG's company name.
5. Take photographs
 - Detail the condition of the vehicle, property therein, and any obvious damage,
 - Detail the VIN, license plate, and above information (date, agency, OPG, etc),
 - Photograph or retain a (non-original) copy of the CHP-180 Impound Form (US Tow's office is off-site and not able to make copies of the form, so please plan accordingly).
6. Submit documentation, email a copy of all photos, the impound report, and all other information to U.S. Tow at office@ustow.com AND your own OPG's office email.

NOTE: U.S. Tow may refuse a vehicle that is an active environmental hazard (actively leaking sewage or otherwise posing an environmental threat).



Los Angeles City Impound yard
Operated by U.S. Tow, Inc.
2621 S. Nevin Avenue
Los Angeles, CA 90011
Telephone: (213) 749-7100

CARE, BILLING, AND DISPOSAL OF VEHICLES

Once U.S. Tow has accepted the vehicle, the cooperative OPG shall refer all inquiries regarding the vehicle to U.S. Tow (such as property reclamation, lien sales, etc.). U.S. Tow will process all necessary paperwork for either the lien sale or disposal of the vehicle.

NOTE: In the event of a lien sale or payment of towing and storage fees, U.S. Tow shall split all proceeds (50% / 50%) with the cooperative OPG.

1. If disposed of through the Vehicle Recycling Program, U.S. Tow shall transport and dispose of the vehicle at the contracted recycler. U.S. Tow shall also process the vehicle for payment at the prevailing rate for the concerned vehicle or vessel.
 - CID will work with U.S. Tow directly to reimburse the towing costs at the prevailing rate.
 - U.S. Tow shall work directly with the cooperative OPG to reimburse them at a rate of 50% of the total reimbursable value as determined through the VRP.
 - Disputes regarding the sharing of payments shall be referred to, mediated, and resolved by the Executive Director of the OPG Association and, as needed, the Executive Board. If a legal dispute arises, OPGs agree to resolve the matter through arbitration.
2. U.S. Tow shall retain all receipts and documentation and provide them upon the request of Commission Investigation Division (CID), the cooperative OPG, and/or the OPG Association.

STORAGE SPACE

1. U.S. Tow must regularly report available space to CID, who will continue coordinating Council or Mayor-led RV operations throughout the city. Available space at the Nevin Street lot will be communicated to each of these entities on an ongoing basis so they may generally request that a cooperative OPG deliver RVs to this lot. Please note the following:
 - The decision for a cooperative OPG to bring an RV or other oversized vehicle to the Nevin Street lot is voluntary. However, cooperative OPGs agree to abide by the rules outlined in this document.
 - OPGs may tow and store any impounded vehicle in their storage lots instead. Should an OPG refuse towing for any reason, another OPG contractor or U.S. Tow is permitted to effectuate the tow and either store the vehicle on their lot or otherwise enter into this cooperative agreement with U.S. Tow (and consistent with other established rules).
 - U.S. Tow shall cooperate with reasonable requests by cooperative OPGs and the OPG Association for inventory control records, video evidence requests, and documents to protect against claims, lawsuits, or administrative actions. Cooperation includes both a timely response to such requests and the disclosure of complete records, files, etc.



Los Angeles City Impound yard
Operated by U.S. Tow, Inc.
2621 S. Nevin Avenue
Los Angeles, CA 90011
Telephone: (213) 749-7100

U.S. Tow Procedures

In addition to the rules outlined in the above "Nevin Lot procedures," the following expectations are reiterated from the contract and further established for U.S. Tow as the lot operator.

1. Ensure that at least (60) total spaces are available to the city for CID-directed storage of RVs, trailers, and similar oversized vehicles and vessels. Some of those spaces may be reserved for a specific council district or the Mayor's office upon the direction of CID.
2. If U.S. Tow, Inc. cannot provide (60) spaces due to logistical challenges surrounding the design and topography of the lot, US Tow shall notify CID promptly.
3. U.S. Tow, Inc. shall provide a weekly update to CID regarding the availability of spots.
4. US Tow, Inc. shall implement a system in which impounded vehicles are readily identifiable during an inspection of the lot. It is ultimately U.S. Tow's responsibility to ensure that all vehicles are marked as described within the "Nevin Lot procedures" (page 1, item #4).
5. As contractually required, CID shall have access to the lot at all times. City-controlled cameras are present on the lot and they shall not be obscured, re-directed, or otherwise tampered with. CID will provide viewing access to the cameras to U.S. Tow upon request.
6. US Tow, Inc. shall cooperate with other OPGs that agree to store oversized vehicles upon the lot. Cooperation shall include timely gate access during business hours (Monday through Friday, 7 AM – 5 PM). Timely access is considered a wait of fewer than 15 minutes for the gate to be opened for an awaiting tow truck (truck must be physically present waiting for the gate). US Tow, Inc. shall make a good faith effort to comply with reasonable requests outside of business hours. U.S. Tow shall also comply with reasonable requests from cooperative OPGs as outlined in the "Nevin lot procedures."
7. U.S. Tow shall submit timely reimbursement requests of vehicles disposed of through the Vehicle Recycling Program. Payment or processing of reimbursements shall not be withheld from cooperative OPGs without a specific reason or cause. Disputes regarding billing delays and concerns shall be resolved through the OPG Association. Unresolved legal disputes shall be resolved through arbitration.
8. All terms stated herein are not intended to conflict with those established by contract. If a conflict exists, the written and signed contract shall prevail.

423 Balboa Lot Rules

The following rules were established for the "Balboa Lot" located in West Valley Division:



Los Angeles City Impound yard
Operated by Keystone Towing, Inc.
16800 W. Victory Blvd
Los Angeles, CA 91406
Telephone: (818) 782-1996

Balboa Lot Procedures

BEFORE TOWING A VEHICLE

1. Contact Keystone Towing dispatch at **(818) 782-1996** to ensure there is adequate space for the vehicle.
 - Advise dispatch of your ETA (Deliver the vehicle prior to 5 PM, Monday through Friday).
 - Advise dispatch of any storage or movement concerns with the vehicle (e.g., no wheels)
 - Whenever possible, have LA Sanitation drain the blackwater tanks.
 - Cooperative OPGs are encouraged to pre-plan RV or other oversized vehicle drop-offs when appropriate (such as when notified of an impending RV operation).
2. If applicable, request a "crush order" (DMV form 462) from the impounding officer.
3. Ensure the CHP-180 (Impound Report) contains the following information:

☒ STORED	☒ IMPOUNDED	☐ RELEASED
TOWING / STORAGE CONCERN (NAME, ADDRESS, PHONE)		
ABC OPG TOW stored @ KEYSTONE Towing 16800 Victory Blvd (818) 996-1261		

UPON ARRIVAL AT KEYSTONE TOWING. "BALBOA LOT" (16800 W. VICTORY BLVD)

1. Keystone Towing has agreed to grant you timely access to the lot, within 15 minutes of your arrival.
2. Tow operators shall follow the instructions of the lot attendant for where to drop the vehicle.
3. The **OPG's original impound report (CHP-180) shall remain with the vehicle.**
4. Ensure the vehicle is marked (in grease marker) on the windshield or other visible surface, with the following information:
 - Date of Impound
 - Towing Agency (e.g., "LADOT, LAPD"),
 - Council District (or address) towed from,
 - Your OPG's company name.
5. Take photographs
 - Detail the condition of the vehicle, property therein, and any obvious damage,
 - Detail the VIN, license plate, and above information (date, agency, OPG, etc),
 - Photograph or retain a (non-original) copy of the CHP-180 Impound Form (Keystone's office is off-site and not able to make copies of the form, so please plan accordingly).
6. Submit documentation, email a copy of all photos, the impound report, and all other information to Keystone Towing at **Keystonefrontoffice@vmsolutions.com** **AND** **your own OPG's office email.**

NOTE: Keystone Towing may refuse a vehicle that is an active environmental hazard (actively leaking sewage or otherwise posing an environmental threat).



Los Angeles City Impound yard
Operated by Keystone Towing, Inc.
16800 W. Victory Blvd
Los Angeles, CA 91406
Telephone: (818) 782-1996

CARE, BILLING, AND DISPOSAL OF VEHICLES

Once Keystone Towing has accepted the vehicle, the cooperative OPG shall refer all inquiries regarding the vehicle to Keystone Towing (such as property reclamation, lien sales, etc.). Keystone Towing will process all necessary paperwork for either the lien sale or disposal of the vehicle.

NOTE: In the event of a lien sale or payment of towing and storage fees, Keystone Towing shall split all proceeds (50% / 50%) with the cooperative OPG.

1. If disposed of through the Vehicle Recycling Program, Keystone Towing shall transport and dispose of the vehicle at the contracted recycler. Keystone Towing shall also process the vehicle for payment at the prevailing rate for the concerned vehicle or vessel.
 - CID will work with Keystone Towing directly to reimburse the towing costs at the prevailing rate.
 - Keystone Towing shall work directly with the cooperative OPG to reimburse them at a rate of 50% of the total reimbursable value as determined through the VRP.
 - Disputes regarding the sharing of payments shall be referred to, mediated, and resolved by the Executive Director of the OPG Association and, as needed, the Executive Board. If a legal dispute arises, OPGs agree to resolve the matter through arbitration.
2. Keystone Towing shall retain all receipts and documentation and provide them upon the request of Commission Investigation Division (CID), the cooperative OPG, and/or the OPG Association.

STORAGE SPACE

1. Keystone Towing must regularly report available space to CID, who will continue coordinating Council or Mayor-led RV operations throughout the city. Available space at the Balboa lot will be communicated to each of these entities on an ongoing basis so they may generally request that a cooperative OPG deliver RVs to this lot. Please note the following:
 - The decision for a cooperative OPG to bring an RV or other oversized vehicle to the Balboa lot is voluntary. However, cooperative OPGs agree to abide by the rules outlined in this document.
 - OPGs may tow and store any impounded vehicle in their storage lots instead. Should an OPG refuse towing for any reason, another OPG contractor or Keystone Towing is permitted to effectuate the tow and either store the vehicle on their lot or otherwise enter into this cooperative agreement with Keystone Towing (and consistent with other established rules).
 - Keystone Towing shall cooperate with reasonable requests by cooperative OPGs and the OPG Association for inventory control records, video evidence requests, and documents to protect against claims, lawsuits, or administrative actions. Cooperation includes both a timely response to such requests and the disclosure of complete records, files, etc.



Los Angeles City Impound yard
Operated by Keystone Towing, Inc.
16800 W. Victory Blvd
Los Angeles, CA 91406
Telephone: (818) 782-1996

Keystone Towing Procedures

In addition to the rules outlined in the above "Balboa lot procedures," the following expectations are reiterated from the contract and further established for Keystone Towing as the lot operator.

1. Ensure that at least (125) total spaces are available to the city for CID-directed storage of RVs, trailers, and similar oversized vehicles and vessels. Some of those spaces may be reserved for a specific council district or the Mayor's office upon the direction of CID.
EFFECTIVE: March 2, 2026; 62 spaces (50%) shall be reserved for Council District 6 until directed by CID regarding different storage ratios.
2. If Keystone Towing cannot provide (125) spaces due to logistical challenges surrounding the design and topography of the lot, Keystone Towing shall notify CID promptly.
3. Keystone Towing shall provide a weekly update to CID regarding the availability of spots.
4. Keystone Towing shall implement a system in which impounded vehicles are readily identifiable during an inspection of the lot. It is ultimately Keystone Towing's responsibility to ensure that all vehicles are marked as described within the "Balboa Lot procedures" (page 1, item #4).
5. As contractually required, CID shall have access to the lot at all times. City-controlled cameras are present on the lot and they shall not be obscured, re-directed, or otherwise tampered with. CID will provide viewing access to the cameras to Keystone Towing upon request.
6. Keystone Towing shall cooperate with other OPGs that agree to store oversized vehicles upon the lot. Cooperation shall include timely gate access during business hours (Monday through Friday, 7 AM – 5 PM). Timely access is considered a wait of fewer than 15 minutes for the gate to be opened for an awaiting tow truck (truck must be physically present waiting for the gate). Keystone Towing shall make a good faith effort to comply with reasonable requests outside of business hours. Keystone Towing shall also comply with reasonable requests from cooperative OPGs as outlined in the "Balboa lot procedures."
7. Keystone Towing shall submit timely reimbursement requests of vehicles disposed of through the Vehicle Recycling Program. Payment or processing of reimbursements shall not be withheld from cooperative OPGs without a specific reason or cause. Disputes regarding billing delays and concerns shall be resolved through the OPG Association. Unresolved legal disputes shall be resolved through arbitration.
8. All terms stated herein are not intended to conflict with those established by contract. If a conflict exists, the written and signed contract shall prevail.

Appendix

Reference Documents

Appendix A – Form Contract

AGREEMENT NUMBER _____

BETWEEN
THE CITY OF LOS ANGELES
AND
OPG CONTRACTOR NAME
FOR
OFFICIAL POLICE GARAGE
TOWING AND STORAGE SERVICES
FOR
SERVICE AREA 00

THIS AGREEMENT is entered into by and between the City of Los Angeles (hereinafter referred to as the “City”), a municipal corporation, acting by and through the Board of Police Commissioners (hereinafter referred to as the “Board”) and OPG Contractor Name, a California corporation (hereinafter referred to as the “Contractor”, or the “Official Police Garage”, or the “OPG”).

WHEREAS, on June 2, 2026, the Board approved, and on Date of Approval, the City Council approved the template agreement applicable to all City official police garages upon which this Agreement is based; and,

WHEREAS, pursuant to a Request for Proposals (RFP) process, the City’s OPG Review Committee determined that Contractor was the best qualified firm to provide Standard-Duty towing and storage services as an official police garage for Service Area 00 of the Los Angeles Police Department, and thus recommended that a contract be awarded to Contractor; and,

WHEREAS, on date of approval, the Board approved the OPG Review Committee’s recommendation to award a contract to Contractor, and forwarded the recommendation to City Council; and,

WHEREAS, on date of approval, the City Council approved the award of contract for said Service Area to Contractor; and,

NOW THEREFORE, in consideration of the premises, and the mutual covenants and agreements herein contained, the parties hereto represent and covenant as follows:

1.0 PARTIES TO THE AGREEMENT, REPRESENTATIVES, AND NOTICES

1.1 Parties to the Agreement

The parties to this Agreement are:

- a. City – The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
- b. Contractor – [OPG Contractor Name](#), a California for-profit corporation, having its principal office in the Los Angeles area located at [Address of principal office](#)

1.2 Representatives of the Parties

The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications will be given are as follows:

- a. Unless otherwise stated in this Agreement, the representative of the City will be:

[Board President's name](#), President
Los Angeles Police Commission
100 West 1st Street, Room 147
Los Angeles, California 90012

With copies to:

[Executive Director's Name](#)
Executive Director
Los Angeles Police Commission
100 West 1st Street, Room 147
Los Angeles, California 90012
Telephone: (213) 236-1400
Facsimile: (213) 236-1410

- b. The representatives of the Contractor will be:

Name:	Name of corporate Officer
Title:	Corporate Officer's Title
Company:	Company Name
Address #1:	Street Address
Address #2:	City, State, Zip
Telephone:	Corporate Telephone

Facsimile: Corporate fax (if applicable)

1.3 Notices

Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be affected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.

If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be given, in accord with this section, within five (5) working days of said change.

2.0 TERM OF THE AGREEMENT

The term of this Agreement will commence upon execution of this Agreement by all parties hereto and will terminate five (5) years thereafter. The City may, at its sole option, extend the term of the Agreement for up to one (1) additional five (5) year period or any portion thereof, subject to satisfactory performance by the Contractor, and subject to approval by the City Council. This Agreement is subject to the termination provisions herein.

2.1 Ratification Clause

Due to the need for Contractor's services to be provided upon the commencement of the Term hereof, Contractor may have provided services during the Term but prior to the execution of this agreement. To the extent that said services were performed in accordance with the terms and conditions of this agreement, those services are hereby accepted by the CITY and shall be treated as services performed under the terms and conditions of this agreement.

2.2 Holdover Clause

Upon mutual written agreement by representative parties of this contract and the contractor, this Contract may be extended for a period not to exceed ninety (90) days beyond its stated expiration date, solely for the purpose of ensuring continuity of service when the City has not yet identified and engaged a qualified contractor for the concerned service area.

3.0 GENERAL SCOPE OF SERVICES

3.1 General Duties

- a. The OPG will respond to and provide both standard and medium-duty

vehicle towing and storage services upon request by any Police Officer or Traffic Officer employed by the City of Los Angeles or other employee of the City authorized to request such service (hereinafter collectively referred to as “authorized City employee”), including:

- Police Officers of the Los Angeles Police Department;
 - Police Officers of the Port of Los Angeles;
 - Police Officers of the City of Los Angeles World Airports;
 - Traffic Officers of the City of Los Angeles, Department of Transportation;
 - Authorized employees of the City of Los Angeles, Department of Building & Safety;
 - Authorized employees of the City of Los Angeles, Department of Public Works;
 - Authorized employees of the City of Los Angeles, Department of Recreation and Parks; and
 - Representatives of any other City agency that are authorized in the removal of vehicles for the purpose of impound, storage, investigation, or forfeiture.
- b. Typical towing situations will include, but are not limited to, the removal, towing, and storage of: illegally parked vehicles; vehicles disabled as the result of traffic accidents; abandoned vehicles; vehicles seized for evidentiary examination; abated vehicles; and vehicles subject to forfeiture proceedings.
- c. Requests for service will be made as to vehicles located on highways, public rights-of-ways, public property, and private property within the Contractor’s Service Area of assignment, as specified below.
- d. **“Standard-duty”** service is defined as the recovery, towing, transport, and storage of vehicles with a gross vehicle weight rating (GVWR) of 10,000 pounds or less, or that do not otherwise constitute medium or heavy-duty vehicles as defined below.
- e. **“Medium-duty”** service is defined as the recovery, towing, and transport of vehicles with a gross vehicle weight rating (GVWR) of greater than 10,000 pounds up to 26,000 pounds and/or vehicles that do not otherwise classify as heavy-duty. Medium-duty towing requires appropriately rated tow trucks and equipment.
- f. **“Heavy-duty”** service is defined as the recovery, towing, and transport of vehicles possessing one or more of the following:
- Three (3) or more axles;
 - A GVWR in excess of 26,000 pounds;

- A combination of commercial trailers;
 - Vehicle is longer than thirty (30) feet in length (including tongue);
 - Wider than eight (8) feet in width utilizing a fifth wheel hitch or pintle;
 - The condition or position of the vehicle to be removed necessitates specialized recovery or heavy-duty towing equipment.
- g. The determination of whether standard-duty, medium-duty, or heavy-duty services are required for a given situation is solely within the discretion of the City's impounding employee. The Contractor shall ensure that, for every towing operation, only equipment appropriate to the task and personnel who are properly trained and qualified are deployed.
- h. The contractor is required to maintain equipment capable of standard-duty and medium-duty towing. The contractor may sub-contract with another Official Police Garage to perform Class B, medium-duty services.

Class A

Light duty: a tow truck with a manufacturer's GVWR of at least 14,000 pounds with wheel lift capability and may additionally possess a car carrier,

Class B

Medium-duty: a tow truck with a manufacturer's GVWR of at least 33,000 pounds. The truck shall be capable of providing air to the towed vehicle brakes.

- i. Upon the explicit written approval of the Board or its designee and following verification that the Contractor possesses the necessary equipment and training to serve as a backup Heavy-Duty provider, the Contractor may be authorized to perform secondary Heavy-Duty towing services under this Contract. "Secondary Heavy-Duty towing" refers to incidents in which the primary Heavy-Duty contractor is unable or unwilling to perform the required tow, or when the primary contractor's response time is excessive or otherwise unreasonable.

3.2 Service Area of Assignment – Service Area 00

- a. The Contractor will operate as the Official Police Garage (OPG) for SERVICE AREA 00 of the Los Angeles Police Department, which is depicted in Attachment A – Map of Los Angeles Police Department

Service Area 00.

- b. The OPG may exceed its Service Area of assignment when responding to a specific request from an authorized City employee.
- c. The OPG may respond outside of its designated Service Area of assignment at the request of another OPG responsible for that other area, as provided for below in Section 3.2(e).
- d. At the City's sole option, the Contractor may be assigned to handle requests for service for a different Service Area on a temporary basis in the event the contractor for such other area is unable to handle the request due to operational or staffing problems, or suspension or termination of their contract.
- e. The OPG must provide the services required under this Agreement within the Service Area of assignment. If the assigned OPG is unable to respond to a specific request for service, the assigned OPG may request another OPG to respond on the assigned OPG's behalf, provided that the assigned OPG notifies the requesting City agency's communication facility immediately of which other OPG will be responding on the assigned OPG's behalf.
- f. "Extraordinary Event" - Unusual Occurrence Mobilization.
 - (1) For purposes of this Contract, an "Extraordinary Event" means a significant planned or unplanned event or emergency that cannot reasonably be handled through normal operations or standard mutual-aid procedures, including but not limited to:
 - (A) Natural disasters;
 - (B) Terrorist incidents;
 - (C) Declared local, state, or federal emergencies;
 - (D) Particularly dangerous or unusual weather events;
 - (E) Catastrophic or large-scale incidents requiring priority towing or recovery services beyond normal staffing levels.
 - (F) Large-scale international or national events designated by the City or Department as requiring extraordinary public-safety mobilization (e.g. national conventions, sporting events, special assemblies, or other similar events with national or international implications), where demands are expected to exceed normal staffing or mutual-aid capacity.

Routine or planned events that are reasonably foreseeable and typically managed through standard staffing or mutual aid (e.g., marathons, parades, or scheduled enforcement operations) shall

not constitute an Extraordinary Event unless such events escalate and require extraordinary mobilization beyond normal operational capacity, as determined by the Department.

(2) Declaration and Authorization

Unless immediate operational urgency requires otherwise, the Board or its designee shall be consulted and shall make the formal declaration of an Extraordinary Event, which shall be communicated to impacted contractors. In the event of immediate and demonstrable operational urgency, and in the absence of the Board designee, the decision to mobilize OPG resources shall rest with the Incident Commander (Police, Fire, or other Authorized City official with impound authority) of the unusual occurrence or major event.

(3) In connection with an Extraordinary Event, the Contractor shall be eligible for:

(A) Recovery of Board-permitted fees for services performed under this Contract from a properly interested person of affected vehicles, or from the City, as allowed by this Contract or by law.

(B) Mobilization Without Tasking (Standby Compensation).

If the Contractor responds to a deployment request issued under this Section, and upon arrival at the designated staging location no compensable task is available due to changing operational needs, cessation of the incident, or reassignment of resources ("mobilization without tasking"), the Contractor shall be compensated as follows:

- (i) Compensation shall be paid at fifty percent (50%) of the Board-established time and mileage rates applicable to the specific service for which the Contractor was deployed. Mileage shall be limited to travel to and from the scene (from the nearest border of the OPG's service area) unless otherwise authorized in writing by the City;
- (ii) A minimum billable time of two (2) hours per dispatched unit shall apply once personnel and equipment have been deployed to the scene pursuant to an authorized dispatch. Contractors shall not self-deploy. Each tow operator arriving on scene must have an auditable dispatch record issued by the Communications Division or other City-authorized dispatch authority. Units deployed without such authorization are not eligible for compensation under this Section.

- (iii) Standby compensation applies only when the Contractor:
 - (I) Has followed deployment protocols and was registered as a deployable unit in accordance with procedures established by Commission Investigation Division.
 - (II) Remains on scene and available for immediate tasking, or
 - (III) Is released by the City without performing towing or recovery services.

If towing or recovery services are performed by the Contractor, compensation shall be recovered under Section [3.2(f)(3)(A)] of this Agreement, and standby compensation shall not apply.

- (iv) For purposes of this Section, a “service” is defined as any recovery, towing, relocation, or other chargeable incident as defined under Board rules.

- (4) Reimbursement. In the event the Department or City is expected to pay for any services rendered by the contractor. The contractor shall maintain and provide dispatch records that coincide with each request and shall submit these items for verification prior to being reimbursed by the City. Such records shall include the date, time, and dispatch operator number of each tow request.
- (5) Invoicing. Invoices for payment shall be submitted within one year of rendering services. Failure to submit within this period shall constitute a waiver of compensation under this Section.
- (6) Exclusions. The provisions of this section do not apply to routine planned enforcement activities (e.g., Street Racing Task Force, planned events within an OPGs service area, or other standard mutual-aid operations) unless such activities escalate into and or are otherwise declared an Extraordinary Event as defined above.
- (7) Designation as (Secondary) Emergency Response Providers. Upon the declaration of a local, state, or federal emergency, and only upon written or otherwise documented designation by the Executive Director of the Los Angeles Board of Police Commissioners, Contractors operating under this Agreement may be designated as Second Responders and Emergency Response Providers for the limited purpose of supporting City emergency operations. Such designation shall authorize the Contractor to perform activities that support emergency protective measures, debris clearance, roadway access restoration, vehicle relocation, or other tasks

determined by the City to be necessary for emergency response or continuity of operations. When so designated, the Contractor shall be deemed to be operating under the direction, control, and supervision of the City, and may be considered eligible for reimbursement under applicable federal or state disaster assistance programs, including FEMA Public Assistance, to the extent permitted by law and subject to federal eligibility requirements. Designation under this Section shall:

- (A) Not be automatic, and shall apply only to the specific emergency, operational period, and scope of services authorized by the City;
- (B) Not confer sworn status, police powers, or any exemption from applicable laws, regulations, or licensing requirements;
- (C) Be limited to the Contractor's available operational capacity at the time of designation; and
- (D) Require compliance with all City directives, documentation requirements, and cost-tracking standards necessary to support potential reimbursement claims.

Note: Nothing in this Section assures reimbursement by any federal or state agency, and eligibility shall be determined solely by the applicable funding authority.

3.3 Hours of Operation

- a. The OPG must respond to calls from authorized City employees twenty-four (24) hours a day, seven (7) days a week within the Maximum Response Time, as defined in Section 3.4 of this Agreement.
- b. The OPG shall maintain continuous (24) hours per day, seven (7) days per week dispatch capability to receive requests from authorized City employees and to dispatch tow units, coordinate access, and perform towing- and storage-related services required under this Agreement. Dispatch capability may be provided on-site or remotely, provided that the OPG:
 - (1) maintains a dedicated, continuously monitored telephone number and/or other communication method approved by the Board or its designee;
 - (2) ensures calls are answered by a trained dispatcher without unreasonable delay;
 - (3) maintains call logs and dispatch records; and
 - (4) remains responsible for compliance with all response-time requirements.

The requirement that a dispatcher be physically present in the business office may be waived or satisfied by remote dispatch operations, upon written notice to the Board or its designee and through demonstrated operational compliance as stated above.

- c. An OPG employee shall be on-site at the OPG's principal business location and be available to release vehicles between the hours of 7:00 a.m. and 7:00 p.m., seven (7) days a week, and may, at the OPG's sole discretion, release vehicles between the hours of 7:00 p.m. and 7:00 a.m. (referred to as "after-hours"), except as provided for in Section 10.4 of this Agreement.
- d. The OPG must provide immediate access to its business office and its storage facilities and to vehicles stored therein, upon request by concerned law enforcement personnel so as to avoid impeding any criminal investigation.

3.4 Maximum Response Time

- a. Maximum Response Time is twenty (20) minutes from the time an OPG dispatcher receives a request for service from an authorized City employee until the time the tow unit arrives at the location designated in the request for service. Due consideration shall be given to reasonable delays caused by unusual traffic conditions or other unusual circumstances not within the OPG's control and not attributable to the OPG. The OPG must keep the requesting City agency communications facility apprised of such delays in response time.
- b. Notwithstanding the Maximum Response Time specified above, the OPG must execute requests from the City's Department of Building and Safety to remove abandoned vehicles or vehicle parts from private property within forty-eight (48) hours of the OPG receiving such request.
- c. The OPG must advise the City agency requesting service, at the time of the request, if the OPG is unable to respond within the Maximum Response Time or is unable to respond at all. If after accepting the call, the OPG is unable to respond or will be delayed in responding, the OPG must immediately notify the requesting City agency communications facility.

3.5 Priority of Requests

- a. The OPG must give first priority to requests for service made by

authorized City employees under this Agreement.

- b. In the event that multiple City agency requests for service are received at the same proximate time, the OPG dispatcher must assign response priority to the request of the most urgent nature based upon information the OPG's dispatcher has received from the authorized City employees requesting services.
- c. "First priority" will be determined as of the time that the request for service is received, and priority will be assigned among the requests for service that the OPG has received but to which the OPG is not already engaged in responding.

3.6 Response to Calls

- a. The OPG and its employees responding to a call from an authorized City employee must perform the towing or service required for which they were called. This requirement may be waived by the City's impounding employee if the impounding employee determines that the requested equipment is inadequate for the service to be performed or that the requested service is no longer needed. In the event that service is waived by the City's impounding employee, the OPG will have no further obligation to perform the service initially requested.
- b. Repeated failure to respond, repeated failure to meet the Maximum Response Time, refusal to respond, or refusal to perform the required towing or service for which the OPG was called shall constitute failure to comply with the terms and conditions of this Agreement and may subject the OPG to discipline, suspension, or termination of this Agreement, if deemed appropriate, after written notice and hearing, by the Board or its designee.

3.7 Compliance with Laws, Rules and Regulations

- a. The OPG must conduct its business in a lawful manner and must, at all times, comply with all applicable local, state and federal laws, rules, and regulations pertaining to OPGs, tow unit operators, and the impound, removal, towing, storage, and disposal of vehicles.
- b. The OPG must comply with all rules and regulations that may from time to time be promulgated by the Board regarding official police garages. The Board shall cause such rules and regulations to be printed and distributed to the OPGs affected thereby.
- c. Upon direction by the Board or its designee, the OPG must keep rules and regulations regarding its business as an Official Police Garage

posted in a conspicuous place clearly visible to the public at its primary place of business, and when applicable, at its storage facilities.

- d. Each OPG tow unit operator must have a copy of such specified rules and regulations in his/her possession when operating an OPG tow unit to enable him/her to inform Properly Interested Persons (as defined below) of the OPG's legal authority and responsibilities. The OPG tow unit operator or involved OPG employee must present a copy of such specified rules and regulations for review to the Properly Interested Person in the event of a dispute regarding the removal or storage of the vehicle.
- e. The term "Properly Interested Person" as used in this Agreement means the legal owners and their agents, registered owner, lessees and persons last having lawful possession of an impounded vehicle, and who are in possession of the keys to the vehicle and have proper personal identification and present adequate proof of their authority to act on behalf of the legal or registered owner of the impounded vehicle.
- f. OPG employees, while acting within the course of their employment, must cause the appropriate law enforcement agency to be notified without delay whenever they become aware of a possible crime or other activity requiring action by law enforcement personnel.

3.8 Demeanor and Conduct

- a. The OPG must conduct business in an ethical and orderly manner so as to maintain the confidence of the community. While the OPG is an independent contractor, each contact it has with the public may reflect upon the City. For that reason, and because of the inherent potential for conflict in situations involving the removal and storage of vehicles, the OPG and its employees must maintain a fair, impartial, and reasonable attitude and must perform their duties in a courteous and lawful manner.
- b. The OPG and its managers and employees must extend courtesy and cooperation at all times to the general public, law enforcement officers, and other authorized City employees. The OPG's tow unit operators must abide by the lawful decisions of law enforcement officers and other authorized City employees, and must cooperate in removing, impounding, storing, and disposing of vehicles and other related activities.
- c. Upon notification to the OPG by the Board or its designee of any complaint of discourtesy or misconduct by an OPG employee, the OPG must investigate such complaint and respond in writing to the

Board within ten (10) calendar days of receipt of notice of the complaint. The Contractor's response to the Board must include details about the result of its investigation, and, if the complaint was found to be true, what measures the Contractor took to prevent similar situations and resulting complaints from occurring in the future.

- d. OPGs are strictly prohibited from profiting, directly or indirectly, through any affiliated company, partner, owner, or related entity for towing services that commence or terminate within the City of Los Angeles. OPGs shall not dispatch, refer, or otherwise route private-property impounds, traffic-incident tows, or similar towing opportunities to any third-party or affiliated entity for the purpose of generating private financial benefit.

If an OPG, its owners, or any related entity maintains an arm's-length connection to a private towing company operating within the City of Los Angeles, that company shall be properly permitted and shall charge rates established by the Board for all tows originating or terminating within the City, unless operating under a valid government contract expressly authorizing alternative rates (e.g., a CHP contract).

3.9 Timekeeping

- a. The OPG must record the following times pertaining to requests for tow service by authorized City employees by means of a computer or time stamp:
 - (1) The time that the request for tow service is received;
 - (2) The time that a tow unit is assigned the call for service and given the location of the requested service;
 - (3) The time that a tow unit arrives at the location of requested service;
 - (4) The time that the tow unit leaves the location of requested service with the vehicle in tow.
 - (5) The time that a tow unit arrives at the OPG facility with the vehicle;
 - (6) The time that vehicle parts or accessories, or unattached personal property is removed from an impounded vehicle; and
 - (7) The time that a vehicle is removed from the Investigative Hold Area, pursuant to Section 4.3 below.

3.10 Towing of City Owned Vehicles

- a. Upon request by an authorized Los Angeles Police Department employee acting within the course and scope of their duties, the OPG SHALL provide roadside service, towing, and/or storage of designated City-owned emergency vehicles operated by the Los Angeles Police Department requiring Standard Duty Tow service. This obligation applies when such vehicles are located within the geographic boundaries of the City of Los Angeles or within five (5) "roadway" miles of the City limits. All such services shall be provided at no cost to the City and in accordance with the Board's Rules Governing Official Police Garages and Section 3.2 of this Agreement.
- b. The Department may request that the Contractor respond to a service call located outside both the City limits and the prescribed service area boundary (identified in Section 3.10a). The Contractor may, at its sole discretion, elect to respond to such requests. If the Contractor elects to respond, it shall comply with the following requirements:
 - (1) Work Order Authorization. Prior to dispatching tow services, the requesting Department employee shall provide the Contractor with a "PZ" number issued by the Department Operations Center (DOC). In the absence of a PZ number, the Contractor shall obtain a written work-order authorization from an on-duty Department supervisor (to include rank, name, serial number, and division of assignment). An official email containing the details of the request (describe the vehicle in need of service, the service requested, and the specific address of the service request) will satisfy the written authorization requirement.
 - (2) Reimbursement. The contractor may request reimbursement from the Department, at the rates established by the Board, as follows:
 - (A) The Standard Vehicle rate for the first hour, regardless of the actual time required to complete the service; and
 - (B) The applicable "per-mile" rate, calculated in roadway miles, for the distance traveled beginning when the Contractor departs its service-area boundary and ending upon its return to that boundary (boundary-to-boundary).

3.11 Vehicle Holds at No Charge to Police Department or Party of Interest

The Police Department may require the Contractor to hold a vehicle for 48 hours at no charge while it or its agent processes evidence from the vehicle. Upon the termination of 48 hours for evidence processing, the Contractor shall notify such party of interest that they have 24 hours to claim the vehicle at no charge. The daily storage rate shall be applied at the expiration of the 24-hour claiming period.

4.0 FACILITY REQUIREMENTS

4.1 General Requirements

- a. All storage facilities must comply with the zoning requirements set forth in either Section 12.17.6 of the Los Angeles Municipal Code or any successor or replacement provisions adopted under the New Zoning Code (Chapter 1A), and all other local, state and federal laws and regulations applicable to the proposed use.
- b. All storage facilities must have landscaping that conforms to general aesthetic and environmental concerns.
- c. All storage facilities must be inspected and approved by the Board or its designee prior to use by the OPG.
- d. All towed and impounded vehicles must be maintained within the confines of the OPG storage facility and not upon the public streets, sidewalks, or unauthorized public property.
- e. The OPG must maintain a primary place of business and storage facilities, as specified in this Agreement, throughout the term of the Agreement. The OPG must notify LAPD in writing at least ninety (90) days prior to the anticipated expiration or termination of a lease, or initiation of any eviction proceeding relating to the OPG's primary place of business or any of its storage facilities, or any other anticipated loss of ownership, possession or control of such place of business or storage facility. The notice must also include documentation evidencing that the OPG will acquire a substitute site that complies with this Agreement in order to continue performing under this Agreement without interruption.

4.2 Business Office and Primary Storage Facility

- a. The OPG shall maintain a primary place of business within its assigned Service Area, unless this requirement is expressly waived in writing by the Board or its designee. If the primary place of business is authorized

to be located outside the Service Area, the OPG shall submit to the Board a plan demonstrating how it will meet all response-time requirements, service-delivery expectations, and maintain a sufficient local presence to allow vehicle owners to retrieve impounded vehicles without undue burden. Notwithstanding any approved exception, the primary place of business shall include an adequate business office and a Primary Storage Facility located adjacent to the business office.

- b. The Primary Storage Facility must be enclosed and have a sufficient number of spaces, and be capable of accommodating the storage of the following vehicles:
 - (1) All vehicles with an appraised value over four thousand dollars (\$4,000), commonly referred to as "high-dollar value vehicles," or such value as may otherwise be specified in California Civil Code Section 3071.
 - (2) All vehicles bearing modified equipment or cargo valued in excess of one thousand dollars (\$1,000).
 - (3) All vehicles being held for criminalistic or evidentiary examinations (hereinafter referred to as "Evidentiary Hold Vehicles").
- c. A Primary Storage Facility must be paved, clean, and fenced for maximum security, and must be lighted during hours of darkness to afford distinct visibility to all portions of the facility.
- d. The OPG must implement and maintain in proper working order security measures at the Primary Storage Facility to prevent the loss or theft of vehicle parts and accessories and personal property.
- e. Unobstructed access must be provided to any stored vehicle. Vehicles must be parked and separated so as to preclude the possibility of damage.
- f. The location where a vehicle is stored within a Primary Storage Facility must be accurately recorded on the OPG's impound records for such vehicle.

4.3 Primary Storage Facility – Investigative Hold Area and Evidentiary Hold Vehicles

- a. The Primary Storage Facility must have a segregated, designated and enclosed area for the storage of vehicles held for criminalistics and/or evidentiary examination (hereinafter referred to as "Investigative Hold Area").
- b. The Investigative Hold Area's storage capacity must be sufficient to

fulfill the maximum expectations of the respective detective division(s) being served within the Service Area of assignment. The Board or its designee will determine the minimum storage capacity required.

- c. The Investigative Hold Area must be isolated from other storage areas, must be covered and must protect stored vehicles from the natural elements (e.g., sun, rain, wind, etc.).
- d. The Investigative Hold Area must be enclosed, secured, locked, and posted so as to prohibit entry by unauthorized persons.
- e. The OPG must ensure that the only persons who enter the Investigative Hold Area are authorized OPG employees or concerned law enforcement personnel. The OPG must ensure that no one else enters the Investigative Hold Area, unless they are accompanied by the responsible investigator or their designee.
- f. The OPG must ensure that all authorized persons who enter the Investigative Hold Area record the following information in a log provided by the OPG:
 - (1) Name;
 - (2) Serial Number;
 - (3) Rank;
 - (4) Department/division of assignment;
 - (5) Date and time of entry;
 - (6) Date and time of exit;
 - (7) Reasons for entering the area;
 - (8) Identity of any vehicle that was the subject of the entry; and
 - (9) Description of any item that was removed from any vehicle by any concerned law enforcement personnel that accessed the vehicle.
- g. The OPG must maintain and secure the log and must make it available for viewing by the Board or its designee, or by any concerned law enforcement personnel upon request.
- h. OPG employees may not remove vehicle parts or accessories or personal property from vehicles being held for criminalistic and/or evidentiary purposes.
- i. Vehicles stored in an Investigative Hold Area may not be removed from the area until removal is authorized by the responsible investigator or the LAPD Area Vehicle Coordinator.
- j. Once an Investigative Hold has been released on a vehicle, the vehicle must be immediately removed from the Investigative Hold Area. The

date and time of removal from the Investigative Hold Area and the identity of the OPG employee removing the vehicle must be recorded on OPG records for the vehicle involved.

- k. All records relating to vehicles held for criminalistic and/or evidentiary examination at any time are confidential and the OPG may not release or disclose the contents of such records to anyone other than concerned law enforcement personnel without written authorization from the concerned investigator or unless release or disclosure is otherwise required by law.

4.4 Secondary Storage Facilities

- a. The OPG may also maintain one or more Secondary Storage Facilities. A Secondary Storage Facility is a designated location to be used by the OPG as a yard or lot for the temporary storage of certain impounded vehicles as specified below.
- b. All Secondary Storage Facilities must be located within five (5) miles of the boundaries of the Service Area of assignment under this Agreement, unless waived by the Board or its designee.
- c. A Secondary Storage Facility may only be used to store vehicles with an appraised value of four thousand dollars (\$4,000) or less (commonly referred to as “low-dollar value vehicles”), or such value as may otherwise be specified in California Civil Code Section 3072.
- d. A Secondary Storage Facility may be used for emergency temporary storage of high value vehicles (as defined in Section 4.2(b)(1)) only with the prior approval of the Board or its designee. However, in such cases, an attendant must be on duty twenty-four (24) hours a day, seven (7) days a week, at the Secondary Storage Facility to provide security for the vehicles.
- e. A Secondary Storage Facility must have sufficient capacity to accommodate the storage needs of the Service Area of assignment. The City and the OPG will meet to determine the necessary capacity, based on prior use of a Secondary Storage Facility and trends in levels of service required for the Service Area of assignment.
- f. A Secondary Storage Facility must be clean and fenced for maximum security and must be lighted during the hours of darkness to afford illumination of all stored vehicles.
- g. If the OPG uses a Secondary Storage Facility for emergency temporary storage of high-dollar value vehicles pursuant to Section 4.4

(d) above, any portion of the Secondary Storage Facility used to store such high-dollar value vehicles must be paved prior to storage of such vehicles.

- h. The OPG must implement and maintain, in proper working order, security measures at all Secondary Storage Facilities to prevent the loss or theft of vehicle parts and accessories and personal property.
- i. Unobstructed access must be provided to all stored vehicles. Vehicles must be parked and separated to preclude the possibility of damage.
- j. The location where a vehicle is stored within a Secondary Storage Facility must be accurately recorded on the OPG's impound records for such vehicle.
- k. Return the stored vehicle to the Primary Storage Facility within twenty-four (24) hours of the time tow and storage fees have been paid.
- l. Return the stored vehicle to the Primary Storage Facility within twenty-four (24) hours of receipt of a request to do so by concerned law enforcement personnel.

4.5 Satellite Secondary Storage Facilities

- a. The OPG may also maintain one or more Satellite Secondary Storage Facilities. A Satellite Secondary Storage Facility is a designated site located beyond five (5) miles of the boundaries of the OPG's Service Area of assignment under this Agreement, to be used by the OPG as a yard or lot for the temporary storage of certain impounded vehicles as specified below.
- b. Satellite Secondary Storage Facilities may only be used to store low-dollar value vehicles (as defined in section 4.4c).
- c. Satellite Secondary Storage Facilities must be fenced for maximum security and must have security measures in place to prevent the loss or theft of vehicle parts and accessories and personal property.
- d. If the OPG utilizes an approved Satellite Secondary Storage Facility, the OPG must comply with the following:
 - (1) Systematically segregate stored vehicles by the respective OPG when a Satellite Secondary Storage Facility is shared by two or more OPGs or other towing entities.
 - (2) Distinctly sequester this OPG's vehicles from other activities at the facility when the facility conducts business other than storage of

OPG's vehicles, and ensure that access to the stored vehicles is separate from that of other business operation(s).

- (3) Provide unobstructed access to all stored vehicles. Park and separate vehicles to preclude the possibility of damage.
 - (4) Accurately record the location where a vehicle is stored within a Satellite Secondary Storage Facility in the OPG's impound records for such vehicle.
 - (5) Return the stored vehicle to the Primary Storage Facility within twenty-four (24) hours of the time tow and storage fees have been paid.
 - (6) Return the stored vehicle to the Primary Storage Facility within twenty-four (24) hours of receipt of a request to do so by concerned law enforcement personnel.
 - 7) Upon receipt of a law enforcement agency representative's request to inspect a vehicle at the Satellite Secondary Storage Facility, the OPG must clearly distinguish that vehicle from other vehicles stored at the location prior to the law enforcement employee's expected time of arrival.
- e. Upon written application by the OPG showing good cause, the Board or its designee, at its sole discretion, may waive any of the requirements of this Section 4.5.

4.6 Statutory Hold Vehicles

- a. A "Statutory Hold Vehicle" (hereinafter also referred to as "statutory holds") is a vehicle being held for any of the following:
- California Vehicle Code (CVC) § 10751 – *altered identification number*
 - CVC § 14607.6 – *subject to forfeiture regarding license status of driver*
 - CVC § 22651(i) – *unpaid parking citations*
 - CVC § 22651(j) – *no evidence of registration*
 - CVC § 22651(o) – *no current registration*
 - CVC § 22651(p) – *unlicensed driver*
 - CVC § 23109.2 – *speed contest*
 - Los Angeles Municipal Code (LAMC) §41.70 – *prostitution*
 - LAMC §41.70.1 – *purchasing of controlled substances*
 - LAMC §41.70.2 – *speed contest*
 - LAMC §41.70.3 – *illegal dumping*

- b. Statutory holds need not be stored in the Investigative Hold Area, but may be stored in the same manner as vehicles available for release, unless there is an additional hold for criminalistics and/or evidentiary examination.
- c. OPG employees may remove unattached personal property for safekeeping when a vehicle is being held exclusively for a statutory hold.
- d. A statutory hold vehicle will not be available for release until authorized by the concerned law enforcement personnel or the LAPD Area Vehicle Coordinator.

5.0 STAFFING AND EQUIPMENT REQUIREMENTS

5.1 Staffing Requirements

- a. The OPG must ensure that a sufficient number of dispatchers and tow unit operators are available twenty-four (24) hours a day, seven (7) days a week to meet the needs of all City agencies that rely upon the OPG for tow service, within the Maximum Response Time specified in this Agreement.
- b. The OPG must ensure that a sufficient number of personnel are available to meet the needs of all City agencies that rely upon the OPG for tow services under this Agreement, and to release or dispose of vehicles in a timely manner.
- c. The OPG must ensure that all of its employees providing services under this Agreement are properly trained, qualified, and competent, and possess the proper licenses and certification required for the responsibilities they fulfill. The OPG must maintain records to substantiate compliance with this provision, and must make such records available to the Board or its designee upon request.
- d. Dispatchers and other OPG employees providing service under this Agreement must display their first names conspicuously on their clothing.
- e. Tow unit operators must wear a uniform approved by the Board or its designee when acting within the scope of their OPG employment under this Agreement. Tow unit operators must wear their name insignia attached in a conspicuous place on their uniform.
- f. Tow unit operators must identify themselves upon request to any

authorized City employee or police officer by providing their full, correct name. Upon request by the general public, tow unit operators need only identify themselves by providing their first name, employing OPG name, and employee identification number (if available).

- g. The OPG must conduct background investigations, to the extent permitted by law, on each person employed or to be employed by the OPG, and must provide to the City, Board or its designee, the results of said background investigations. The OPG shall provide the results of said background investigations for persons already employed, within thirty (30) calendar days of the date of execution of this Agreement. The OPG must provide the results of such background investigations on future hires or rehires, prior to employing such person. Such background checks shall only be conducted following a conditional offer of employment to avoid a violation of Fair Employment and Housing Act (FEHA) regulations and/or other applicable or subsequent laws.
- h. The Board or its designee may conduct its own background investigations, to the extent permitted by law, on all OPG employees providing services under this Agreement.
- i. The OPG acknowledges that employees performing services under this Contract are subject to more stringent permitting and employment standards than private tow operators due to confidentiality requirements, evidence-handling obligations, access to contraband and personal property, and related security concerns. Accordingly, the OPG agrees to comply with all such enhanced standards as a condition of this Contract. The OPG agrees to remove personnel from performing work under this Agreement if requested to do so by the Board or its designee.

5.2 Equipment Requirements

- a. The OPG must ensure that a sufficient number of tow units are available to meet the needs of all City agencies that rely upon the OPG for tow service.
- b. The OPG must maintain a sufficient number of tow units to meet the needs of the Service Area of assignment, based on, but not limited to the size of the Service Area, history of levels of service requested, history of response times, and response delay complaints. If the Board or its designee determines that the number of tow units maintained by the OPG is inadequate to meet the documented needs of the Service Area, the Board or its designee will meet with the OPG to determine the necessary number of units and the OPG will maintain the specific

quantity of tow units determined at that time.

- c. Each tow unit must be equipped with contemporary equipment to minimize damage to the towed vehicle, and such other equipment as may be required by the Board or its designee and the California Vehicle Code, including, but not limited to the equipment specified in §27700 of the California Vehicle Code.
- d. Each tow unit must be painted and marked as prescribed by the Board or its designee and the California Vehicle Code, including but not limited to §27907 of the California Vehicle Code.
- e. The OPG must equip and maintain tow units and other equipment covered under this Agreement in accordance with all applicable local, state, and federal laws and regulations, and consistent with industry standards and practices. The OPG must maintain records to substantiate compliance with this provision, and must make those records available to the Board or its designee upon request.

5.3 Communications and Computer Equipment

- a. The OPG must maintain two-way radio communications equipment or other similar communications equipment capable of communicating with its tow unit operators, which is monitored twenty-four (24) hours a day, seven (7) days.
- b. The OPG dispatcher's office must be equipped with a telephone line dedicated solely to receiving telephonic requests for towing and storage services from authorized City employees.
- c. Each tow unit must be equipped with two-way radio communications equipment capable of communicating with the OPG dispatcher.
- d. Tow units may be equipped to monitor "police calls" while acting within the course and scope of their OPG responsibilities, provided that a permit for such monitoring has been obtained from the Chief of Police pursuant to §52.44 of the Los Angeles Municipal Code.
- e. Each OPG shall maintain a personal computer with adequate memory capacity and reliable internet connectivity to access the City's Parking Violations Bureau, Electronic Ticket Information Management System (eTIMS). eTIMS shall be used strictly for administrative searches (right to know, need to know) to determine the scofflaw status and hold status (to comply with active enforceable laws or statutes) and/or to determine any and all outstanding unpaid parking tickets on vehicles subject to lien sale. If an OPG's access to eTIMS is restricted by the

City thereby limiting their ability to fulfill this contractual obligation, the OPG shall provide written notice signed by the Department Head of the Parking Violations Bureau to the Board or its designee.

- 1) If, upon completion of the lien sale, surplus funds remain after satisfaction of the distributions required under Section 10.7(B)(1–4), the OPG shall query eTIMS to determine whether outstanding parking citations or fines are owed to the City. Evidence of this query shall be printed and retained with the lien-sale documentation for inspection by the Board or its designee upon request.
- f. Each OPG shall maintain a personal computer with adequate memory capacity and reliable internet connectivity to access the OPG Association of Los Angeles' Auto Release Portal (this may be the same computer as specified in item 5.3(e) of this contract). When the Auto Release Portal is available, the OPG shall monitor it daily for messages or notifications related to evidence processing, vehicle holds, or other matters requiring OPG action. The OPG shall also maintain the capability to access, download, view, and retain all files and documents within the portal to ensure the authorized and timely release of vehicles for which a hold has been removed.

5.4 Equipment at OPG's Expense

The equipment specified in this 5.0 must be provided and maintained by the OPG at the OPG's own expense.

6.0 PROTECTION AND HANDLING OF VEHICLES, VEHICLE PARTS AND ACCESSORIES, AND UNATTACHED PERSONAL PROPERTY

6.1 Impound Reports

- a. The OPG tow unit operator must complete and sign the necessary portions of the Impound Report (CHP Form 180) provided by the City employee who impounded the vehicle. The original Impound Report must be retained by the City impounding employee.
- b. The OPG must record the vehicle release information in the appropriate space provided in the OPG's copy of the Impound Report.
- c. If the Department discontinues the traditional impound report, the OPG shall cooperate with any reasonable alternative reporting process adopted by the Department, including the electronic receipt or submission of forms, electronic signatures, digital uploads, or other revised documentation requirements necessary to support vehicle towing, storage, and release.

6.2 Inventory at Location Vehicle Was Impounded

The OPG's tow unit operator shall photograph and must inventory every vehicle to be impounded prior to engaging or hoisting the vehicle at the location where the vehicle was originally impounded and must document such inventory on a form approved by the Board or its designee. This requirement may be waived when immediate removal is necessary to address an imminent traffic or safety hazard, or when impracticable due to location or conditions (e.g., vehicle over an embankment), provided the operator completes the photographs and inventory as soon as reasonably practicable following the recovery of the vehicle or elimination of the hazard.

6.3 Protection and Handling of Vehicles and Vehicle Parts and Accessories

- a. The OPG must protect each impounded vehicle and the vehicle's parts and attached accessories until such time as the vehicles have either been released to a Properly Interested Person or have been disposed of through legal process.
- b. The OPG's employees may **not** remove vehicle parts and attached accessories from an Evidentiary Hold vehicle.
- c. OPG employees may remove vehicle parts and attached accessories for safekeeping from other non-evidentiary hold vehicles. The OPG must implement procedures and controls to ensure that when an OPG employee removes vehicle parts or attached accessories for safekeeping, the following occur:
 - 1) The OPG employees who removes vehicle parts or attached accessories records a description of the removed vehicle parts or attached accessories on the corresponding copy of the Impound Report and the OPG's Vehicle Inventory Form.
 - 2) The OPG employees who removes vehicle parts or attached accessories informs OPG office personnel responding to public inquiries that vehicle parts or attached accessories have been removed from the vehicle.
 - 3) The OPG employees who removes vehicle parts or attached accessories individually packages and identifies the vehicle parts or attached accessories that were removed.
 - 4) OPG employees properly store vehicle parts or attached

accessories so as to preclude loss, theft or damage.

- 5) OPG employees inform Properly Interested Persons that parts or attached accessories have been removed and how they may obtain possession of such property.
 - 6) OPG replaces the vehicle parts and accessories that were removed to restore the vehicle to its original state within twenty-four (24) hours of the time tow and storage fees have been paid; and repairs any damage caused by the original removal or replacement as soon as possible after tow and storage fees have been paid.
 - 7) If the repairs under this subsection will take longer than twenty-four (24) hours after payment of fees to complete, the OPG must accommodate the Properly Interested Person if they request that the vehicle be released prior to completion of the repairs and returned later to the OPG for completion of the repairs.
- d. The OPG is responsible for releasing impounded vehicles that are available for release.
 - e. Criminalistic and evidentiary hold vehicles and statutory hold vehicles will **not** be available for release until authorization has been given to the OPG by the concerned investigator or the LAPD Area Vehicle Coordinator and such authorizing person has provided their name and serial number to the OPG. The OPG must note in its records the name and serial number of the investigator or Area Vehicle Coordinator who authorized release of each criminalistic, evidentiary or statutory hold vehicle. When utilizing the Auto Release Portal, the OPG shall ensure all proper documentation (including proper authorization signatures) supporting the vehicle release has been successfully attached, is viewable, and is retained by the OPG.

6.4 Protection and Handling of Unattached Personal Property

- a. The OPG must safeguard all articles of unattached personal property in impounded vehicles in accordance with applicable law.
- b. The OPG must maintain a record of the identity of all persons who have entered a stored vehicle for the purpose of accessing unattached personal property. The record must also include the date of entry and a description of any property removed.
- c. OPG employees may remove unattached personal property for safekeeping only from vehicles available for release and statutory hold vehicles.

- d. The OPG must implement procedures and controls to ensure that when an OPG employee removes unattached personal property for safekeeping, the following occur:
 - 1) The OPG employee who removes unattached personal property records a description of the removed property on the corresponding copy of the Impound Report and the OPG's Vehicle Inventory Form.
 - 2) The OPG employee who removes unattached personal property informs OPG office personnel responding to public inquiries that personal property has been removed from the vehicle.
 - 3) The OPG employee who removes unattached personal property individually packages and identifies each item of unattached personal property that is removed from the vehicle.
 - 4) OPG employees store the unattached personal property in a secure location to preclude loss, theft, or damage.
 - 5) OPG employees inform Properly Interested Persons that the property has been removed and how they may obtain possession of that property.
- e. The OPG must post and maintain in a conspicuous place, clearly visible to the public, at its business office and its primary storage facility, a notice outlining the procedures for Properly Interested Persons and others who have ownership of or the right to remove unattached personal property from a vehicle, or to view and photograph a vehicle stored in any of the OPG's facilities. Said notice outlining procedures for access must be approved by the Board or its designee prior to being implemented or posted by the OPG, and must include, but not be limited to the following information:
 - 1) Assuming access is not otherwise prohibited or restricted, the OPG must provide access to the vehicle and vehicle parts and accessories for viewing and photographing, and to unattached personal property for removal during the OPG's normal business hours and within thirty (30) minutes of the request when the vehicle is stored in the Primary Storage Facility or within two (2) hours if the vehicle is stored in a Secondary Storage Facility. Access must be provided within twenty-four (24) hours, excluding weekends and holidays, of such a request when the vehicle is stored in a Satellite Secondary Storage Facility.

- 2) Access to criminalistic or evidentiary hold vehicles will be provided only if accompanied by the concerned investigator or their designee.
- 3) A properly interested person must provide documentation demonstrating authority to access the vehicle and present identification necessary to verify their identity.

7.0 LIENS

7.1 Reasonable Grounds

- a. The authorized City employee impounding the vehicle will be responsible for establishing that “reasonable grounds” exists to conduct the impound, and attaching of any lien will be determined by applicable law.
- b. If an authorized City employee directs a vehicle to be impounded and it is later determined at a post storage impound hearing that no reasonable grounds, or mitigating circumstances for the impound existed, the City will pay one-half of the basic towing rate and one-half of the daily storage rate. No other fees shall be imposed. This section shall not apply to pre-planned special events or parades.
- c. In the case of pre-planned special events or parades, where it is later determined at a post-storage impound hearing that no reasonable grounds, or mitigating circumstances for the impound existed, the City Agency causing the impound shall be responsible for the towing and storage fees.

7.2 Liens

- a. The OPG will be governed by the provisions of California Vehicle Code §22851 *et seq.*, with regard to all liens on stored vehicles and California Civil Code §3068 *et seq.*
- b. At least seven (7) days prior to a “long-lien sale”, as described in Vehicle Code §22851.4, the OPG must furnish a list of said lien sale vehicles to Commission Investigation Division.

8.0 ADDITIONAL POSTING REQUIREMENTS

The OPG must comply with the following posting requirements, in addition to any other provisions in this Agreement requiring the OPG to post notices or other information at its primary place of business and its storage facilities.

8.1 Business Identification

The OPG must display at its business office and at its primary and secondary storage facilities, the OPG's business name, address and phone number, and the OPG's business hours. The lettering must be a minimum of two inches (2") in width and six inches (6") in height. The display must be clearly visible and legible from the street at all times, including during the hours of darkness.

8.2 Fees and Rates

The OPG must post Board-approved fees and rates in a conspicuous place, clearly visible to the public, in its business office and any other place of business where customer's financial transactions take place. The letters on such sign must be a minimum of one inch (1") high with one-quarter inch (¼") stroke. The letters must be a contrasting color from the background. Any change in fees and rates approved by the Board will become effective as of the date specified by the Board or its designee, and must be posted by the OPG on the effective date.

8.3 Notice Regarding California Vehicle Code §22850.3

The OPG must post the notice required by §22850.3 of the California Vehicle Code, in a conspicuous place clearly visible to the public at its business office and at all of its storage facilities. The notice must inform the public that a vehicle placed in storage pursuant to Vehicle Code §22850 may be released only on proof of current DMV registration or, at the discretion of the impounding agency, upon the issuance of a notice to appear for the registration violation by the impounding agency that caused the vehicle to be stored. The notice to appear must specify the name and telephone number of the City impounding agency.

8.4 Impound Hearings

- a. The OPG must post the Vehicle Impound Hearing Rights Sign (LAPD Form 16.27.3) in a conspicuous location, clearly visible to the public, at its business office and its Primary Storage Facility.
- b. The OPG must provide a Vehicle Impound Hearing Rights Notice (LAPD Form 16.27.4) to be used to request an impound hearing, and written directions indicating the location of the appropriate law enforcement agency facility at which an impound hearing may be requested, to any person who has had a vehicle impounded and who wished to request an impound hearing.

9.0 REPORTING REQUIREMENTS

9.1 Weekly Reports

- a. The OPG must provide a written report to its LAPD Area Vehicle Coordinator and its Department of Transportation Vehicle Information Processing Unit (hereinafter "DOT VIPU") on a weekly basis containing the following information for the immediately preceding week:
 - 1) All vehicles originally impounded by all City agencies (with the corresponding agency identified as to each vehicle), that have remained in storage beyond seven (7) calendar days.
 - 2) All vehicles originally impounded with a criminalistic and/or evidentiary hold that have remained in storage with a hold beyond seven (7) calendar days.
 - 3) All vehicles sold during the preceding week in accordance with statutorily approved lien procedures. This list shall contain vehicle identifiers to include, year, make, model and VIN, the bidder ID, and the sale amount of each vehicle. This list SHALL also be emailed to the Board's designee at OPG@lapd.online.

Note: Each bidder shall be assigned a unique numeric Bidder ID by the OPG, issued either (a) before the auction to all registered bidders or (b) after the auction to each winning bidder. A bidder may not receive more than one Bidder ID, and no two bidders may share the same identifier. The Bidder ID shall not contain or resemble any personal, biographical, or licensing information. Bidder identities shall not be disclosed to the Board except when required for criminal or administrative investigations, or a specific audit or compliance review.

- b. The OPG must provide a written report to the Board's Commission Investigation Division on a weekly basis containing a list of all vehicles for which vehicle identification or ownership is unknown, that have been in storage more than seven (7) calendar days and a detective has not responded to the OPG facility to identify the vehicle or there has otherwise been no response by the concerned impounding City agency.

9.2 Monthly Reports

- a. The OPG must submit a written OPG Monthly Report by the fifteenth (15th) calendar day of each month to the Board or its designee. The OPG's representative specified in Section 1.2 of this Agreement must sign the OPG Monthly Report. The report must contain the following information

for the immediately preceding month:

- 1) The total number of vehicles impounded by City agencies under this Agreement, with a breakdown of the number of vehicles impounded by LAPD, LADOT, and other City Agencies.
- 2) List of all employees who were employed by the OPG during the previous month, along with each employee's position and the license or certificate numbers applicable to any employee by virtue of their duties and responsibilities for the OPG. This list shall include any OPG employees acting as universal operators (employed by more than one OPG).
- 3) Identification and an explanation of each tow requiring in excess of one (1) hour, calculated from the time the tow unit actually proceeds to a call for service until the time the tow unit arrives at the Primary Storage Facility.
- 4) The OPG shall report to the Board's designee, Commission Investigation Division (CID), all instances involving the sale, transfer, disposal, acquisition, lien-sale purchase, or "no-bid" acquisition of any formerly stored vehicle, vehicle part, or vehicle accessory when the transaction involves: (1) any owner, officer, manager, employee, agent, contractor, affiliate, or representative of the OPG; (2) any family member or household member of such individuals; (3) any person or entity with whom such individuals have an arm's-length, close personal, financial, or business relationship; or (4) any individual known to the OPG or its employees to be a City employee. This reporting requirement applies to both direct and indirect transactions, including those conducted through intermediaries, straw purchasers, or third parties. Such reports shall detail the vehicle year, make, model, and VIN, the date, location, and sale price of the vehicle, as well as the amount paid. The report shall be furnished within 30 days of any such action by both by mail to CID and by email to OPG@lapd.online. Failure to furnish the required report to CID shall be conclusively deemed evidence that no such transaction occurred during the reporting period.

9.3 Official Police Garage Association Vehicle Impound Information Center

If the Contractor is an active member of the Official Police Garage Association of Los Angeles (OPGLA), the Contractor will provide timely information to the OPGLA Vehicle Impound Information Center (VIIC) database maintained by the OPGLA. If the Contractor is not an active member of the OPGLA, the Contractor will, independently and at the

Contractor's own expense, provide all of the same systems and services the OPGLA provides its active members and the public to locate vehicles impounded by an OPG in the City of Los Angeles and determine the fees or liens chargeable for towing and storage.

Notwithstanding the Standard Provisions for City Contracts (Rev. 1/25 [v.2]) the OPGLA VIIC and the data contained therein is owned by the Official Police Garage Association of Los Angeles.

9.4 Document Control System

If the Contractor is an active member of the OPGLA, the Contractor will participate in the Document Control System maintained by the OPGLA. If the Contractor is not an active member of the OPGLA, the Contractor will, independently and at the Contractor's own expense, maintain a Document Control system acceptable to the City and provide all of the same systems and services the OPGA Document Control system provides the City and the public.

Notwithstanding the Standard Provisions for City Contracts (Rev. 1/25 [v.2]) any third-party Document Control System and the data contained therein is proprietary and owned by the respective contractor and/or the Official Police Garage Association of Los Angeles.

10.0 FEES AND RATES

10.1 General Requirements Regarding Fees and Rates

- a. The fees and rates charged by the OPG for the removal and storage of vehicles that the OPG has towed and stored as a result of this Agreement may not exceed the fees and rates established by the Board.
- b. Except as provided by the Board, the OPG may not charge additional fees for special equipment or service necessary to prepare vehicles for removal.
- c. The OPG may not charge for routine services required by the Vehicle Code, such as providing flares, sand, and cleanup at the scene of a traffic accident.
- d. The City will not provide any compensation to the OPG for towing or storage services rendered under this Agreement. The owner of an impounded vehicle is responsible for such charges, and those charges

become a lien against the impounded vehicle as provided by law. However, certain exceptions apply in which the City will pay fees to the OPG.

- 1) If the OPG is lawfully entitled to collect any fee from the owner of an impounded vehicle and an authorized City employee directs that the fee not be assessed against the owner due to lack of reasonable cause for the impound, an administrative error, or the vehicle was held for evidentiary analysis and/or legal or civil proceedings, the City will pay such fees to which the OPG was entitled under the terms of this contract.
 - 2) Acting through the Board or its designee, the City may implement programs to address vehicles that are abandoned, dilapidated, or otherwise subject to abatement or removal. When feasible, such vehicles may be claimed by properly interested persons. However, if a vehicle remains unclaimed, cannot be identified due to its condition, is considered low-value by law, or cannot (or fails to) be sold at auction, the City may compensate the OPG to dismantle and recycle the vehicle in a manner approved by the Board or its designee.
 - 3) For any vehicle that remains in storage for more than one hundred twenty (120) days, the OPG shall not charge the City for more than one hundred twenty (120) days of storage, consistent with the maximum lien-eligible storage period authorized under California Vehicle Code §22851, or any successor statute establishing the maximum duration of a towing and storage lien. This limitation applies regardless of the reason the vehicle remains in storage, including but not limited to evidence holds, investigative holds, delayed release authorizations, or any other circumstance leading to extended storage. For such vehicles, any storage charges exceeding one hundred twenty (120) days shall be deemed waived and shall not be recoverable from the City.
 - 4) The City shall have no obligation to pay any invoice submitted more than twelve (12) months after the later of: (1) the date the services were performed, or (2) the date the stored vehicle reached final disposition, including but not limited to dismantling, release, lien sale, auction, or any other form of disposal. Any invoice submitted after this period shall be deemed waived and shall not be recoverable from the City.
- e. The parties acknowledge that the OPG's business may include towing and storage services provided at the request of other non-City agencies or other private parties that are not provided under this

Agreement (hereinafter collectively referred to as “non-City tows”). If the OPG provides services for non-City tows, the OPG may not charge fees and rates for such non-City tows in excess of the rates and fees approved by the Board for services rendered under this Agreement. The OPG must file with the Board a schedule of fees and rates for each service offered for non-City tows. The OPG may only charge the fees and rates specified in such schedule for non-City tows. The OPG must provide a copy of the applicable City or non-City tow and storage rates to any member of the public or any concerned City agency personnel upon request.

- f. The OPG must prepare a bill itemizing all services rendered for each impounded vehicle. The OPG must provide such itemized bill to the Properly Interested Person requesting release of the vehicle, and to any concerned City agency personnel upon request.
- g. The OPG may not enter into an agreement with a City employee to diminish or eliminate legally assessed vehicle removal or storage fees.
- h. Special Assessments Authorized by the Board. The Board, or their designee, may at their discretion and upon written notice to the contractor, establish special assessments, reimbursement schedules, or program-specific compensation rates applicable to OPGs for work performed in support of City-directed initiatives, including but not limited to vehicle recycling, oversized-vehicle abatement, encampment operations, or other public-safety or public-health programs. Any such special assessment or reimbursement schedule authorized by the Board shall be administered by Commission Investigation Division (CID), and shall be payable by the Department in accordance with the terms, conditions, and documentation requirements established by CID. The Operator shall comply with all reporting, documentation, and procedural requirements associated with any Board-authorized special assessment. No special assessment established under this clause shall impose any financial obligation on the Operator beyond compliance with the prescribed procedures, and all payments due under such assessments shall be invoiced to the Department within one year of the services provide and will be paid by the Department.

10.2 Fees and Rates – Removal (Towing)

- a. Removal (towing) fees must be based on an hourly rate for the time actually consumed. The terms “removal” and “towing” fees are used interchangeably in this Agreement and refer to the same fee. The time for calculating the removal fees commences at the time a tow unit actually proceeds to a call for service and terminates at the time the

tow unit arrives at the OPG's Primary Storage Facility.

- b. The removal fee for the first hour or fraction thereof will be at the rate specified by the Board. The removal fee for each additional one-half ($\frac{1}{2}$) hour or fraction thereof over the first hour will be one-half ($\frac{1}{2}$) of the rate for the initial hour.
- c. Vehicles may not be taken directly from the scene of the impound to any Satellite Secondary Storage Facility without prior written approval by the Board or its designee.

10.3 Fees and Rates – Storage

- a. The time for calculating the storage fees will commence at the time the impounded vehicle arrives at the OPG's storage facility. Storage fees will be based on a daily rate, provided however, that if a request for release of a vehicle is made within twenty-four (24) hours after the vehicle is placed in storage, no charge exceeding that for one (1) day of storage will be made.
- b. If the request for release of a vehicle is made more than twenty-four (24) hours after the vehicle is placed in storage, fees may be imposed on a full calendar day basis for each day, or part thereof, the vehicle is in storage. The daily rate extends from midnight to midnight.

10.4 After-Hours Release Charges Prohibited

- a. Charges for releasing vehicles "after-hours" fee are prohibited.
- b. Notwithstanding the provisions of Section 3.3(c) of this Agreement, any vehicle impounded from a public street in connection with a special event, must be available for release for a minimum period of four (4) hours following the conclusion of the special event, regardless of the OPG's normal hours of business for release of vehicles. No after-hours release charges may be assessed.
 - 1) "Special Event" means any organized or scheduled activity occurring within the City of Los Angeles that results in a significant, concentrated impact on public streets, traffic circulation, or parking availability, including but not limited to parades, marches, demonstrations, marathons, athletic or sporting events, award ceremonies, film premieres, street festivals, cultural celebrations, or other large-scale public gatherings. A "special event" shall be deemed to have occurred when the event results in the impoundment of fifteen (15) or more vehicles from public streets within a one-half-mile (0.5-mile) radius of the event footprint during

any continuous twelve (12) hour period.

10.5 Vehicle Release Fee

- a. The OPG must collect and remit to the City the Vehicle Release Fee as required by § 80.77.1 of the Los Angeles Municipal Code, and must comply with all the requirements of § 80.77.1.
- b. Failure of the OPG to comply with all the requirements of Los Angeles Municipal Code § 80.77.1 shall constitute failure to comply with the terms and conditions of this Agreement and may subject the OPG to discipline, suspension or termination of this Agreement as provided for in Section 13.0 of this Agreement.

10.6 Parking Occupancy Tax

- a. The OPG must collect and remit to the City the Parking Occupancy Tax as required by § 21.15.4 of the Los Angeles Municipal Code, and must comply with all the requirements relating to such Parking Occupancy Tax pursuant to Los Angeles Municipal Code §§ 21.15.1 through 21.15.14.
- b. Failure of the OPG to comply with all the requirements of Los Angeles Municipal Code § 21.15.1 *et seq.*, shall constitute failure to comply with the terms and conditions of this Agreement and may subject the OPG to discipline, suspension or termination of this Agreement as provided for in Section 13.0 of this Agreement.

10.7 Lien Sale Vehicles

- a. Vehicles impounded at the request of City agencies under this Agreement deemed to be low-value vehicles under applicable California law (currently defined as vehicles valued at five hundred dollars (\$500) or less) that are abandoned and/or unclaimed by their owners are exempt from the City's Vehicle Release Fee in accordance with the provisions set forth in Section 10.5 of this Agreement.
- b. Upon the auction sale of a lien vehicle, and as permitted by applicable law (including any subsequent statutory or regulatory amendments), the OPG shall distribute the proceeds of the sale in the following hierarchical order, until such proceeds are fully exhausted:
 - 1) Recovery of Towing Fees. Towing fees shall be recovered in amounts consistent with the rates established by the Board,

including any Board-authorized surcharges applicable to the initial towing of the vehicle (e.g., electric-vehicle fees).

- 2) Recovery of Lien sale fees. Lien-sale fees shall be recovered in an amount not to exceed the lesser of the actual lien-sale costs incurred or the statutory maximum permitted under the California Civil Code.
- 3) Payment Pursuant to Los Angeles Municipal Code §21.15.2 et seq., Parking Occupancy Tax (POT) shall be imposed at ten percent (10%) of the storage fee charged for the vehicle. The towing fee and the lien-sale processing fee (items 10.7(B)(1–2)) are exempt from POT, as they do not constitute parking or storage charges. The OPG shall collect the applicable tax and remit it to the Office of Finance.

Example: Auction Selling Price: \$1,000.00
 Tow Fee: (\$215.00)
 Lien Sale Processing: (\$70.00)
 Total Storage Due: \$715.00
 Multiply by 10% \$71.50 (Parking Tax Due)

 Total Due from purchaser on Above Vehicle Sale
 Auction Selling Price: \$1,000.00
 Parking Tax: \$71.50
 Total Due: \$1,071.50

Any vehicle-ownership transfer, assignment, restructuring, or any financial adjustment intended to manipulate the sale price or fee structure to reduce the Parking Occupancy Tax is strictly prohibited and constitutes a material breach of this agreement.

- 4) Recovery of Storage Fees. Storage fees owed to the business shall be recovered in amounts consistent with the rates established by the Board.
- 5) Payment of Delinquent Parking Citations. The OPG shall conduct a current eTIMS inquiry, which is defined as a query performed on or within five business days of the auction date, to determine whether the vehicle has outstanding or delinquent parking citations. After satisfying Items 1 through 4 above, and only if surplus proceeds remain, the OPG shall remit to the Los Angeles Department of Transportation, Parking Violations Bureau, payment of all outstanding citations, fines, penalties, surcharges, and administrative fees associated with the vehicle.

- a) In the event of an auction sale, the OPG shall provide the vehicle purchaser with a receipt or other satisfactory evidence issued by the Parking Violations Bureau confirming that all delinquent citations have been paid. "Satisfactory evidence" means documentation acceptable to the Department of Motor Vehicles for purposes of vehicle registration.
- 6) Remaining Excess Proceeds. In the absence of any statute or regulation prescribing a specific remittance timeline or procedure, the OPG shall transmit all excess proceeds to the Department of Motor Vehicles no later than thirty (30) calendar days after the lien sale. If any applicable statute or regulation establishes a shorter remittance period or modifies the required manner, method, or procedural steps for transmitting excess proceeds, the OPG shall comply with such requirements. Failure to transmit excess proceeds within the required period, or failure to comply with any statutory or regulatory remittance procedure, shall constitute a material breach of this Agreement. Under no circumstances may excess proceeds be retained by the OPG or any other party.
- 7) The OPG shall retain records for each vehicle sold at auction that document the total remuneration received and a complete, itemized distribution of all proceeds, including each line-item recipient and the amount paid, with specific identification of all payments corresponding to Items 1 through 6 above.
- c. All vehicles impounded within the City of Los Angeles, or impounded by any City agency or authorized City employee under this Agreement, that proceed to lien sale shall be lien-sold within the City of Los Angeles and exclusively under the legal entity of the contracted OPG, which shall be the seller of record for all lien-sale transactions. When not prohibited by Board rules or statute, an OPG may utilize third-party auctioneers, online auction platforms, or other auction service providers to facilitate the lien sale; however, no affiliate, subsidiary, related entity, or third-party auction provider may act as the seller of record or otherwise substitute for the contracted OPG in the execution of the lien sale. The OPG shall not transport or transfer any such vehicle outside the City of Los Angeles for purposes of conducting a lien sale, except when expressly required by statute or regulation. Any lien sale conducted outside the City of Los Angeles, or conducted under the name or authority of any entity other than the contracted OPG, shall constitute a material breach of this Agreement.

10.8 Forfeited Vehicles

- a. The OPG must remit to the City all the money due to the City from the

proceeds of the sale of vehicles forfeited as a nuisance pursuant to local or State law (remittance of funds shall occur in the manner prescribed within Section 10.7b of this contract).

- b. Failure of the OPG to comply with all the requirements of local or State law relating to sales of forfeited vehicles shall constitute failure to comply with the terms and conditions of this Agreement and may subject the OPG to discipline, suspension or termination of this Agreement as provided for in Section 13.0 of this Agreement.

10.9 Gross Receipts Fee

- a. Pursuant to § 80.77.4.D of the Los Angeles Municipal Code, which remains subject to future revisions, the OPG must pay to the City a fee currently equal to seven percent (7%) of the gross revenue (hereinafter referred to as “Gross Receipts Fee”) generated as a result of its activities as an official police garage, including but not limited to revenues generated from towing, storage, sale of lien sale vehicles, and sale of forfeited vehicles, but does not include revenues obtained through activities related to non-City tows.
- b. Failure of the OPG to comply with the requirements of Los Angeles Municipal Code § 80.77.4.D shall constitute failure to comply with the terms and conditions of this Agreement and may subject the OPG to discipline, suspension or termination of this Agreement as provided for in Section 13.0 of this Agreement.

11.0 CHANGES IN OWNERSHIP AND CONFLICTS OF INTEREST

11.1 Changes in Ownership

Any sale or transfer of a majority of either the ownership interest or stock, except public share stock, of the OPG, or any establishment of a trust, gift or other similar legal device which transfers ownership or control of the OPG shall be subject to the prior approval of the Los Angeles City Council, which shall consider any recommendation of the Board. Failure to comply with this Section 11.1 shall result in immediate termination of this Agreement as provided for in Section 13.0 of this Agreement.

11.2 Conflicts of Interest

The OPG, its owners, officers, or principals may not own or have a controlling ownership interest in any automobile dismantling or wrecking yard, automobile body shop or repair shop, used car business, or any other automobile related business other than an automobile towing and related garage business. Failure to comply with this Section shall result in

immediate termination of this Agreement as provided for in Section 13.0 of this Agreement.

12.0 AMENDMENTS AND CHANGES TO THE AGREEMENT

Any change in the terms of this Agreement, including changes in the services to be performed by the OPG and extension of the term, agreed to by the parties, must be incorporated into this Agreement by a written amendment, properly executed and signed by the persons authorized to bind the parties thereto.

13.0 DISCIPLINE, SUSPENSION AND TERMINATION

13.1 Discipline and Suspension

The OPG may be disciplined or suspended from providing services under this Agreement for a specified period of time if the Board or its designee determines that the OPG has operated in violation of the law, has violated the terms of this contract, or any rule or regulation of the Board relating to official police garages, or has otherwise failed to perform satisfactorily under this Agreement after written notice and hearing by the Board or its designee.

13.2 Termination

- a. If the OPG is unwilling to provide official police garage services, the OPG may terminate this agreement. In such an event, the OPG must notify the Board or its designee in writing of its intention to terminate this Agreement. As soon as practical after receiving the OPG's notice of intent to terminate, the City will comply with Los Angeles Municipal Code § 80.77.4, as it then reads, to provide official police garage for the affected service area. The OPG must continue to provide services within the Service Area until such time as a contract is executed with the successor contractor for the Service Area or an additional 180-day period, whichever is less. The City will notify the OPG at least 30 calendar days in advance of the anticipated date of execution of the new contract with the successor contractor.
- b. The Board or its designee may terminate this Agreement at any time for cause after written notice and hearing by the Board or its designee. The Board or its designee will provide the OPG with thirty (30) days written notice of the termination. Such notice will specify the effective date of the termination. In the event of such termination for cause, the City may avail itself of all rights and remedies at law or equity.

14.0 STANDARD PROVISIONS FOR CITY CONTRACTS

14.1 Standard Provisions for City Contracts

The OPG will comply with the *Standard Provisions for City Contracts* (Rev. 01/25 [v.2]), attached hereto as Attachment B and incorporated herein by this reference.

14.2 Insurance

The OPG must at all times during the term of this agreement maintain the types and amounts of insurance specified in Attachment B – *Standard Provisions for City Contracts*. Said insurance must protect the OPG and the City against any and all damages resulting from the OPG's activities as an OPG.

14.3 Records Management and Retention, Audits and Inspections

- a. The OPG shall securely maintain complete and accurate records relating to all towing, storage, lien-sale, and vehicle-release activities for the period prescribed in the applicable Standard Provisions for City Contracts (Section PSC-22), or, if no period is specified, or the requirement is otherwise unclear, for a minimum of five (5) years from the date of each transaction, activity, or record's creation.

Records shall include, but are not limited to, tow authorizations, invoices, photographs, inventory sheets, reports, evidence vehicle logs, storage logs, lien-sale documentation, auction proceeds and distributions, video and/or audio recordings of auctions, DMV forms, vehicle disposal authorizations or similar documents, eTIMS citation queries, receipts, and all financial records associated with each vehicle. All records shall be made available to the Board or its designee for inspection, audit, or copying upon request at no additional cost and without unreasonable delay. If the Agreement expires or is terminated, the OPG shall not destroy, alter, or dispose of any records without written authorization from the Board or its designee, or until the applicable five-year period has elapsed. By mutual agreement with OPGLA, the OPG may transfer or delegate some or all record-retention responsibilities to OPGLA; however, such delegation shall not relieve the OPG of its legal or contractual obligations unless expressly approved by the Board or its designee.

- 1) Notwithstanding the Standard Provisions for City Contracts (Rev. 1/25 [v.2]), and without limiting the City's inspection and auditing rights, all records referenced above, and all data contained therein, created or generated by the OPG or OPGLA in the course and

scope of their business shall remain the property of the respective OPG and/or OPGLA. Nothing in this Agreement shall be construed as transferring ownership of such records or data to the City.

- b. All relevant OPG records, equipment, and storage facilities are subject to periodic inspection by the Board or its designee, or other concerned City personnel, to determine if the OPG is in compliance with applicable laws, rules and regulations and with the requirements of this Agreement, without notice, twenty-four (24) hours a day, except as otherwise specified below in Subsection (c).
- c. The OPG must make available for examination or audit by any representative of the City or the Board, all data and records, including computer data files, related to the towing or storage services provided under this Agreement (collectively referred to as the “Essential Records”). Essential Records must be made available without notice, twenty-four (24) hours a day, and as often as the City may deem necessary.

The OPG must make available for examination or audit by any representative of the City or Board, all other records of the OPG relating to all matters covered by this Agreement, including, but not limited to receipts, personnel files, and payroll and accounting data (collectively referred to as “Supplemental Records”). Supplemental Records must be made available as soon as possible during normal business hours upon request made to the OPG’s management staff.

The records specified herein must be made available at the OPG’s primary place of business within the Service Area of assignment. Nothing herein shall limit access to records by law enforcement personnel as provided for in Section 3.3(d) of this Agreement.

- d. The OPG and its employees must not interfere with, prevent, or refuse to permit concerned law enforcement personnel or representatives of the Board or the City to make an examination or inspection of any premises maintained by the OPG in the course of its business, for the purpose of determining whether the OPG is complying with all applicable laws, rules and regulations and with the requirements of this Agreement.
 - 1) No person shall interfere with, prevent, or refuse to permit concerned law enforcement personnel or representatives of the Board or City to make an examination, inspection or copy of any record kept by the OPG. The OPG must permit said law enforcement personnel or representatives of the Board or City to make copies of business records at the OPG’s place of business,

or to remove business records for the purpose of reproduction.

14.4 No Third-Party Beneficiaries

This Agreement does not create or confer any third-party rights, and as such, there are no third-party beneficiaries under this Agreement.

15.0 COMPLETE AGREEMENT

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

16.0 ORDER OF PRECEDENCE (when applicable)

In the event of an inconsistency between any of the provisions of this Contract, or all prior or current attachments, the inconsistency shall be resolved by giving previous attachments and/or amendments precedence in the following order:

- 1.
2. **Standard Provisions for City Contracts (Rev. 01/25 [v.2])**

[Signature page follows]

IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed by their respective duly authorized representatives.

CITY OF LOS ANGELES

Corporation / OPG

By: _____
Board President's name
President
Board of Police Commissioners

By: _____
Corporate Officer
CEO / President

Date: _____

Date: _____

APPROVED AS TO FORM:

CITY ATTORNEY NAME, City Attorney

By: _____
Deputy City Attorney Name
Deputy City Attorney

Date: _____

ATTEST:

City Clerk Name, CITY CLERK

By: _____
Deputy City Clerk

Date: _____

City Business Tax Registration Certificate No: BTRC No here

IRS Federal Tax ID No: EIN/TAX ID here

City Agreement No: Contract Number

<https://www.nwcg.gov/ics-forms>

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ICS 218 – Equipment Inventory Printable Form (click link)

[illegible]

<https://www.nwcg.gov/ics-forms>

[illegible]

INCIDENT CHECK-IN LIST (ICS 211)

[illegible]

Appendix D – Vehicle Impound Hearing Rights



LAPD Hearing Form

VEHICLE IMPOUND HEARING RIGHTS

ATTENTION: As a vehicle owner or other person entitled to possession of an impounded vehicle, you have the right to a hearing if you believe your vehicle should not have been impounded. You may request this hearing either before or after you pay the impound and storage charges to the Official Police Garage which has custody of your vehicle. The purpose of the hearing is to determine whether there was **PROBABLE CAUSE** to impound the vehicle, that is, was the impounding officer authorized to legally remove your vehicle?

The hearing will consist of a meeting with the Impounding Hearing Officer of the station which impounded your vehicle. You may present any witnesses or other evidence you believe will show that your vehicle should not have been impounded. You must establish that you are the owner of the vehicle or that you have some other right to possession of it.

If the hearing officer determines that there was NO probable cause and your vehicle should not have been impounded, it will be released to you without charge, or you will be paid after processing by mail for the charges you paid the Official Police Garage. If the hearing officer determines that the vehicle was properly impounded, you must pay the impound and storage charges or the Official Police Garage acquires a lien against your vehicle.

NOTE: This hearing does not affect any related traffic citation or other criminal proceedings. If you wish to challenge the charges underlying any such citation or criminal proceeding, you must do so in the appropriate court.

To request a hearing, you must telephone, write or appear in person at the police station which impounded your vehicle **within ten (10) days of the date** appearing on the written notice. Failure to do so will end your right to a hearing. Refer to the DR Number when requesting a hearing.

Area / Division: _____

Address: _____

Telephone: _____

DR / Case Number: _____

Date of Notification: _____

DERECHO DE AUDIENCIA PARA
PROPIETARIOS DE VEHICULO LEA
AL REVERSO

I am requesting a hearing to determine whether there was probable cause to impound the following vehicle:

Year: _____ Make: _____ License or VIN: _____

The DR number of the impounded vehicle is: _____

Name: _____ Telephone No: _____

Address: _____

Signature: _____ Date: _____

16.27.4(12/84)

DERECHO DE AUDIENCIA PARA PROPIETARIOS DE VEHICULO

ATENCION: Como dueño del vehículo, o como persona con derecho a poseer un vehículo incautado, usted tiene el derecho a una audiencia si usted cree que su vehículo no debería haber sido incautado. Usted puede solicitar esta audiencia antes o después de pagar los gastos de incautación y de almacenaje al Garaje Oficial de la Policía que tenga la custodia de su vehículo. El propósito de la audiencia es determinar si hubo o no **CAUSA RAZONABLE** para incautar el vehículo; en otras palabras, determinar si el oficial que realizó la incautación estaba legalmente autorizado para llevarse su vehículo.

La audiencia consistirá en una reunión con el Oficial de Audiencias de Incautación de la estación que incautó su vehículo. Usted puede presentar testigos o cualquier otro tipo de evidencia que considere útil para demostrar que su vehículo no debería haber sido incautado. Usted debe demostrar que es el dueño del vehículo o que tiene algún otro derecho de posesión sobre el mismo.

Si el Oficial de Audiencias determina que no había causa razonable y que su vehículo no debería haber sido detenido, éste le será entregado sin costo alguno, o después del procesamiento se le devolverá por correo el pago que usted haya hecho al Garaje Oficial de la Policía. Si el Oficial de Audiencias determina que el vehículo fue debidamente incautado, usted deberá pagar los costos de almacenaje y de incautación; de lo contrario, el Garaje Oficial de la Policía adquiere un derecho prendario sobre su vehículo.

Nota: Esta audiencia no afecta ninguno de los citatorios de tránsito ni cualquier otro proceso penal relacionado. Si usted desea responder a los cargos que constituyen la base de tales citatorios o procedimientos penales, deberá hacerlo en el tribunal correspondiente.

Para solicitar una audiencia, usted debe llamar por teléfono, escribir o presentarse en persona en la estación de policía que incautó su vehículo dentro de los diez (10) días a partir de la fecha indicada en su notificación escrita. El incumplimiento de este requisito dará fin a su derecho de audiencia.