

CHAPTER 6
EVIDENCE IMPOUND CONTRACTS PROGRAM
REVISED APRIL 2022
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CHAPTER 6

EVIDENCE IMPOUND CONTRACTS PROGRAM

1. PURPOSE. This chapter establishes the departmental policy and procedures for the towing and storage of vehicles seized as evidence under Section 22655.5 of the California Vehicle Code (CVC). The intent is to ensure the proper preservation and storage of vehicular evidence and to define the Department's financial responsibilities.

2. GENERAL.
 - a. Attorney General's Opinions 84-106 and 85-804. Attorney General's (A.G.) Opinions 84-106 and 85-804 address the Department's financial responsibility for the towing and storage of vehicular evidence.
 - (1) Attorney General's Opinion 84-106 holds that the Department is financially responsible for all costs incurred as a result of towing and storage of vehicles and/or vehicle components seized pursuant to a search warrant.
 - (2) Attorney General's Opinion 85-804 identifies financial responsibilities for the towing and storage of vehicles and/or vehicle components which are seized without a warrant.
 - (a) The Department is financially responsible for those charges incurred from the initial seizure of the evidence to the time criminal charges are filed by the district attorney.
 - (b) This A.G.'s Opinion also holds that the district attorney, of the county where the case is filed, is financially responsible for those charges incurred from the time criminal charges are filed until the case is adjudicated.
 - (3) These opinions have no effect on the financial responsibilities of the Department for towing and storage of vehicular evidence seized under Section 22651 CVC or those vehicles and/or component parts impounded under Section 10751 CVC. Therefore, the Department's existing policies for storage/impound under these two CVC sections remain unchanged.
 - b. Both A.G.'s Opinions 84-106 and 85-804 require that if no public facilities are available for seized vehicular evidence, the Department must contract with a private facility for such services. Therefore, in order to meet the requirements of the opinions, Area commands shall contract with a private tow service vendor when no public facilities, such as county storage yards, are available.

c. Questions regarding contract issues should be directed to Business Services Section, Contract Services Unit (CSU). Questions regarding policy or procedures should be directed to Research and Planning Section (RPS).

3. VEHICULAR EVIDENCE STORAGE.

a. Commanders shall explore the possibility of storing vehicular evidence at a public facility (e.g., state, county, city, or federal properties).

b. Facilities considered as storage areas for vehicular evidence should be capable of providing reasonable security from unauthorized access and long-term effects of the weather.

c. If public facilities for storage are available, the commander shall only contract for towing services necessary to move the vehicular evidence from the location of the seizure to the public facility.

d. If public facilities for storage are not available, the commander shall contract for both towing and storage services.

4. AGREEMENTS WITH COUNTIES.

a. Meeting with County Officials. Prior to entering into an evidence impound contract, commanders, or their designee, **shall** meet and confer with their local district attorneys for the purpose of informing the county of the Department's intention to implement the requirements of A.G.'s Opinions 84-106 and 85-804.

(1) The commander **shall** attempt to negotiate a written agreement with the district attorney establishing the towing and storage procedures for vehicular evidence. Issues addressed in the written agreement should include the following:

(a) The county should accept financial responsibility for costs associated with the preservation (storage) of vehicular evidence from the date the district attorney's office files criminal charges until the date the case is adjudicated.

(b) The county should use the Department's evidence impound contractor, at the Department's negotiated contract rate, upon the transfer of financial responsibility from the Department to the county.

(c) Establish procedures to transfer the evidence impound contractor's billing from the Department to the county.

(d) Negotiate other issues which are of mutual concern to the commander and the county.

(e) Agreements between the Department and a district attorney's office which pertain to the implementation of this program **shall** be documented in the form of a Letter of Agreement or Memorandum of Understanding. (Refer to Highway Patrol Manual [HPM] 11.1, Administrative Procedures Manual, Chapter 22, Service Agreements/Letters of Agreement.) The original document shall be routed to CSU and a copy shall be maintained on file at the originating command. In counties with more than one Area command, Division should coordinate the implementation of this program with the district attorney. Division may elect to have one of the affected commanders negotiate the agreement on behalf of all affected commands.

b. County Financial Responsibilities. In those cases where the district attorney or other county representative says the county will assume financial responsibility for all seizures of vehicular evidence, it is not necessary for the commander to contract for towing and storage of evidence.

c. County Refuses to Enter Into Agreement. In those cases where a district attorney or other county representative refuses to enter into an agreement with the Department regarding paying their portion of the storage cost, commanders **shall** advise the district attorney, in writing, that the Department will not accept financial responsibility for the county's portion of the charges. In such cases, the charges for storage for the period of time between filing of the case and adjudication of the case will become a civil matter between the storage facility owner and the county. (See paragraph 8. for evidence impound reimbursement.)

(1) In instances where it is deemed appropriate for the Area to pay fees beyond the date charges are filed by the district attorney's office, written approval of the respective Division Chief shall be obtained.

5. CONTRACTING PROCEDURES.

a. Determining Contracting Needs. Commanders are encouraged to use a single contractor for towing and storage services.

(1) Commanders should assess the geographical needs of their command; e.g., resident posts, travel distances. If the assessment indicates it is absolutely necessary, commanders may use more than one contractor.

(2) The contractor shall provide or subcontract for big rig towing and storage. If subcontracted, the company name, address, and telephone number shall be

provided. All contract requirements are applicable to the subcontractor, including the right to inspection and approval by the California Highway Patrol (CHP). Contractors shall specify the applicable towing and storage charges.

- b. Divisions should use Area contracts in preference to establishing a separate contract.
- c. Commanders shall forward their contract requests via memorandum or Communications Network message to the CSU. The CSU will evaluate the request to ensure the necessary contract instructions and bid packages are routed to the requesting command.
- d. Upon receipt of the contract instructions and bid packages, the commander shall initiate the contracting process.

(1) Follow the instructions contained in the bid package and HPM 11.1, Chapter 22, regarding the contracting process.

(a) The CSU will provide assistance for the required advertisement in the State Contracts Register.

(b) If the commander is experiencing difficulties in obtaining the three required competitive bids, they may advertise locally and/or solicit bids by invitation. (Refer to Annex A for a sample advertisement.)

(c) Invoices for costs incurred for advertisement shall be forwarded to Fiscal Management Section, Accounts Payable Unit, for payment. (Refer to Highway Patrol Manual 11.2, Materials Management Manual, Chapter 7, Purchases.)

(2) The term of the contract shall be no less than one year and not greater than three years.

e. Completion of Contract Requests. Upon completion of the bid process, commanders shall prepare the CHP 78, Agreement Request, as required in the instructions contained in the bid packages and HPM 11.1, Chapter 22. The completed CHP 78, all bids, the list of bidders, and a blank bid package shall be forwarded to CSU.

f. Provisions for Additional Funding. Areas shall track the balance of the evidence contract allotment. When the evidence contract allotment is running low, Areas may request up to an additional 30 percent above the total contract amount. Areas shall contact CSU for assistance with the development of a new contract.

(1) The CSU will prepare the contract, obtain necessary signatures, and disperse copies of the contract to the appropriate parties.

g. Approval of Contractor. A contractor shall not be used before an approved, signed copy of the contract is received.

6. MAJOR INCIDENT PROCEDURES. Commanders should establish a separate contract through CSU after major incidents occur. Requesting a separate contract will alleviate depletion of funds from the general evidence contract. When the Multidisciplinary Accident Investigation Team is involved in a major incident, reference may be made to HPM 110.1, Multidisciplinary Accident Investigation Team Operations Manual.

7. OPERATIONAL PROCEDURES.

a. Use of Contract Tow Service. All vehicles and/or vehicle components seized as evidence shall be referred to the evidence contract tow service.

(1) This includes both warrant and warrantless seizures of vehicular evidence.

(2) If a vehicle has been inadvertently towed and stored by a CHP rotation tow operator, it shall be transferred to the contract tow facility as soon as possible. The rotation tow company, which initially towed and stored the vehicle, shall be advised to bill the Department for the charges accrued prior to the contract tow company taking possession of the vehicle.

(a) The Area shall document the billing on a CHP 422B, Vehicle Storage Hearing Report and audit the invoice for accuracy. If the invoice is smaller than an 8.5" x 11" sheet of paper, commands shall tape the invoice to a standard sheet of paper. Upon the successful audit of an invoice, commands shall approve payment by stamping the invoice with an "Approved for Payment" stamp and adding the following details legibly: commander or designee signature; title/rank, identification (ID) number; and date of approval. The completed CHP 422B and the associated invoice shall be forwarded to RPS for final approval and processing in accordance with departmental policy contained in HPM 11.1, Chapter 24, Payment of Invoices.

b. Tracking Procedures. Commanders shall establish tracking procedures. This shall be accomplished as follows:

(1) Establish a means of identifying all vehicles and/or vehicle components seized as evidence. Use of an impound log is recommended.

(2) Establish a means of tracking the case to ensure criminal filings are accomplished as soon as reasonably possible to ensure case adjudication dates are identified. Such a procedure will allow the Department to take the necessary actions to limit its financial responsibilities.

(3) Commanders should make reasonable efforts to ensure the timely disposal of vehicular evidence. However, the integrity of the investigation must have priority.

(4) Commanders shall ensure registered owners (RO) or legal owners (LO) are notified in writing by certified mail, return receipt requested, when a vehicle is no longer needed as evidence or has been released by the appropriate district attorney's office. Telephone contact with the RO or LO should also be attempted in order to expedite the process.

(a) In those cases where long-term storage of the evidence is probable, commanders should consider alternative means of storage (e.g., public facilities), if possible.

c. Invoice Processing Procedures.

(1) Commanders shall ensure the costs for scene clean-up or other activities not directly related to the collection of vehicular evidence are not included in the charges against the Department. Attorney General's Opinions 84-106 and 85-804 are only applicable to the towing and storage costs associated with seized vehicles and/or component parts. Therefore, any charges associated with scene clean-up (hourly rate) are the responsibility of the RO or agent of the vehicle seized.

(2) Invoices shall be processed in accordance with departmental policy contained in HPM 11.1, Chapter 24. (Refer to Annex B.)

(a) Evidence Impound Contract Invoices and Rotation Tow Company Invoices. Commanders shall use the evidence contractors. If an evidence contractor is not available, a rotation tow company should be used. Commanders shall ensure invoices for payment contain the following information:

1 "Contract Evidence Impound" written at the top of the invoice.

2 The contract number.

3 Billed to the "California Highway Patrol" rather than the acronym "CHP."

4 The supplier's name and address. If an invoice is not imprinted with the vendor's name and address, the invoice must be handwritten with the details and signed by the vendor.

5 Approval by the Area commander or their designee. The approval must include the commander's signature, title/rank, ID number, date of approval, and Financial Information System for California (FI\$Cal) receipt ID.

(b) Submittal for Payment. The approved invoice shall be scanned and uploaded to the Administrative Services Division Document Repository within three days of receipt of the invoice.

8. EVIDENCE IMPOUND REIMBURSEMENT.

a. It is departmental policy to seek reimbursement for costs incurred for vehicles impounded as evidence pursuant to Section 22655.5 CVC. Section 22655.5(d) CVC provides a means for the recovery of the towing and storage costs when the perpetrator is convicted of a crime.

b. If the prosecutor chooses to seek reimbursement, the Area shall establish a standard operating procedure (SOP) for notifying the prosecutor of the Department's intent to seek reimbursement for the towing and storage costs from convicted perpetrators. The request should be in the form of a petition to the prosecutor requesting reimbursement through the court for towing and storage costs incurred by the Department. (Refer to Annex C for a suggested format to be used when requesting reimbursement.)

c. If the court orders reimbursement at the time of sentencing, the perpetrator is responsible for complying with the court order. Methods for processing requests for reimbursement may vary depending upon the agreements negotiated between Area commanders and prosecutors. The methods agreed upon to facilitate reimbursement shall be established in each Area's SOP.

d. If the perpetrator does not comply with the court order to reimburse the CHP, the court should issue a warrant for the perpetrator's arrest. The methods for communicating whether the perpetrator has complied with the court order will be established during negotiations between Area commanders and prosecutors. It is the responsibility of the perpetrator to provide proof to the court that payment has been made.

e. The defendant should be provided a copy of the Area-generated petition form with the concurrence of the local district attorney at the time of sentencing. This will provide written documentation to the defendant of their responsibility. When the

defendant arrives at the Area office to make reimbursement, the form will provide notification to Area personnel that reimbursement has been ordered by the court. When a perpetrator makes reimbursement to the appropriate Area office, the Area shall issue a CHP 251, Counter Receipt.

f. If the court denies the request for reimbursement, no further action by the Department is necessary.

9. CONTRACT TOW COMPLAINT INVESTIGATION.

a. A tow company that has entered into a contract with the Department to facilitate evidence impound requests is not subject to terms of the Tow Service Agreement when the request is for evidence impounds only. Contract tow companies are bound by the terms of the contract, and discipline matters are to be handled through CSU.

b. When a complaint against a tow company is received by an Area, the complaint shall be documented on a memorandum and forwarded to the CSU.

c. A member of the CSU will verify if the conduct is potentially a violation of the contract and will direct the Area to conduct an investigation.

d. The completed investigation will then be forwarded to the CSU and a determination will be made as to whether or not any terms of the contract were violated.

e. Disciplinary action taken against the contract tow company will be decided by the CSU, and the Area will be notified of what actions to take against the tow company.

ANNEX A

SAMPLE EVIDENCE IMPOUND CONTRACT ADVERTISEMENT

Area commanders who find it necessary to advertise locally for Evidence Impound Services for the towing and storage of vehicle evidence may use the following sample advertisement text:

“VEHICLE TOWING AND STORAGE SERVICES”

The _____ Office of the California Highway Patrol will be implementing a contract for towing and storage of vehicles impounded as evidence. The successful bidder will provide 24-hour towing and secure storage of vehicles and property. To be considered, bids must be received no later than ____ (time) ____ p.m., ____ (month, day, year) _____. For further information, contact ____ (contact person) ____ at ____ (address and telephone number) _____.

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ANNEX B

SAMPLE EVIDENCE TOWING AND STORAGE CHECKLIST

- _____ Vendor shall submit an invoice that includes a complete description of the vehicle and correct dates of towing and storage.
- _____ Computer-generated invoices (i.e., not imprinted with the vendor's name and address) shall have the vendor details handwritten and signed by the vendor.
- _____ Date stamp the front of every invoice whether mailed or hand delivered.
- _____ Invoice shall be billed to "California Highway Patrol," rather than the acronym "CHP," and shall show the California Highway Patrol (CHP) contract number. If it is not a contract tow company, mark the invoice "Noncontract Evidence Impound."
- _____ Costs for other services not directly related to the collection of vehicular evidence shall not be included in the charges against the Department. These charges shall be the responsibility of the registered owner or agent of the vehicle seized.
- _____ Improperly submitted invoices shall be returned to the vendor for correction. A telephone call to the vendor explaining the necessary corrections may help expedite the process.
- _____ Do not confuse **statements** with **invoices**. Payments are made from invoices only.
- _____ Approval by the Area commander or their designee. The approval must include the commander's signature, rank, ID number, date of approval, and FI\$Cal receipt ID.

Area shall complete the evidence Reimbursement Request. (Refer to Annex C.)

*If the evidence was seized pursuant to a search warrant, indicate this in the narrative portion of the CHP 180, Vehicle Report.

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ANNEX C

REIMBURSEMENT REQUEST

(Suggested Format Only)

The California Highway Patrol (CHP), _____ Area (# _____), requests that the district or city attorney seek reimbursement in this case and, upon conviction, provide a copy of this form to the defendant as notification of their fiscal responsibility.

Reimbursement is hereby ordered by _____ (Name of Court) _____ for towing and storage costs incurred by the CHP for the vehicle identified below, which was held in evidence pursuant to Section 22655.5 of the California Vehicle Code. The defendant will bring this form to the CHP office listed below to make reimbursement.

CASE NUMBER: _____

Defendant Name: _____

Vehicle Identification Number (VIN): _____

Vehicle License Number: _____

If you have any questions, please call:
_____ at (____) _____.

California Highway Patrol

(Area Office)

(Area Address)

Towing Charge \$ _____

Storage Charge \$ _____ /day for _____ days = \$ _____

Date Storage Began _____

Date Storage Ended _____

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