



# Utah County Sheriff Towing Service Policy



## PURPOSE AND SCOPE

The Utah County Sheriff's Office periodically selects local towing firms and places them on a primary tow rotation list. The intention of the tow rotation list is to provide a resource to the Sheriff's Office of pre-qualified tow companies to act as a towing service when a sworn deputy requests the removal and towing of a motor vehicle. The tow rotation list will be managed by the Sheriff's Office. The Sheriff's Office will determine the number of tow companies necessary for effective service on the rotation list at any given time. The Sheriff's Office places an emphasis on the quality of service the tow companies on the rotation list provide. The Sheriff's Office has found great success managing a stable list of tow companies that have proven to provide quality service to the community.

The signature of the duly authorized Company representative on the on the Application and Agreement shall confirm that the entire document has been read, the information provided is complete and accurate, the Company and all employees are bound by all provisions of the Agreement, the Company understands the requirements to be placed on and remain on the Towing Rotation List, the Company accepts the conditions of the Agreement, and the Company accepts responsibility for the actions of its owners, agents, employees and tow truck passengers as they relate to the Agreement and do so with the full understanding that inclusion on the Towing Rotation List is voluntary and a discretionary privilege and not a legal right.

Falsification of any portion of this Application or Agreement or in the documentation provided in support of the Application shall be cause for immediate suspension from the Towing Rotation List and may be charged as a separate criminal offense.

## POLICY

In order for a tow company to participate on the tow rotation list for the Utah County Sheriff's Office, they must complete a Utah County Sheriff's Office Towing Rotation Application and Agreement. Each company must provide the Sheriff's Office with a completed copy of the Utah County Sheriff Tow Rotation Application including all necessary photos and UDOT certificates and inspections required by UDOT. In addition to providing proof that a company can qualify, the following additional qualifications must be met:

- A Certificate of Liability Insurance in the amount of \$1,000,000.00 which lists Utah County Government, 100 E. Center Street, Provo, Utah 84606; as a certificate holder.
- A Certificate of Workers Compensation Insurance which lists the Utah County Government, 100 E. Center Street, Provo Utah 84606; as the certificate holder.
- Must have a 30 minute or less response time unless weather or location of the tow would require more time to respond such as canyons or west deserts.
- Each tow yard must have a secure chain link fence and adequate lighting. Tow yards must also have yard signage posted on the fence of that yard clearly showing the name of the company, phone number, and yard number clearly visible. Companies must provide color photos of the yard and signs.
- Only the tow company dispatched may respond to the tow request.

- Yards must be State Impound yards with Utah State Tax Commission certification• Off Road tow companies will require some special equipment.
- Failure to maintain any of the listed qualifications may result in removal from the Utah County Sheriff's Office rotation list. A tow truck motor carrier may be permanently removed from the towing rotation list for any of the following. After notice of removal by the Sheriff's Office, the tow company may appeal to the Sheriff regarding the allegations.
- A tow truck motor carrier fails to comply with any of the requirements found in all applicable laws, rules and regulations including Title 49 of the Code of Federal Regulations, Titles 41, 53, and 72 of the Utah Code Annotated, and Rules R714-600, R873-22M, and R909-19 of the Utah Administrative Code.
  - A tow truck motor carrier is operating in violation of the law or has engaged in practices which are a violation of law.
  - A tow truck motor carrier's continued unavailability disrupts the operation of a dispatch center.
  - A tow truck motor carrier routinely fails to respond to requests for service in a timely manner.
  - A tow truck motor carrier has three complaints from public or deputies in a year.
  - A tow truck motor carrier refuses to retrieve abandoned vehicles; or a tow truck motor carrier violates any of the terms and conditions contained in the Sheriff's Office Towing Rotation Application and Agreement.
  - A tow truck motor carrier company or its employees shall not have questionable or unfavorable background that could bring discredit to the Utah County Sheriff's Office.
  - A tow truck motor carrier company that engages in aggressive private party vehicle impound practices. (Predatory Towing).

## ZONES

The Utah County Sheriff's Office will have 4 zones assigned to locations and city areas. The Sheriff's Office has a vast area to patrol, assigned zones for tow companies will make response time quicker for the deputies and the public. The tow Company must have at least one agency approved operator, tow truck and approved yard within each zone it intends to provide towing service to. The Company shall adhere to the 30-minute response time requirement. The Company shall indicate which tow rotation area(s) the Company intends to provide such towing services to.

**North West:** Eagle Mountain, Saratoga Springs, Fairfield, Cedar Fort, Lehi, North West Desert area.

**North East:** Alpine, Highland, Cedar Hills, Pleasant Grove, Lindon, American Fork, American Fork Canyon, North East Canyon areas.

**Central:** Springville, Provo, Provo Canyon, Central Canyon areas, Orem, Vineyard.

**South:** Mapleton, Spanish Fork, Spanish Fork Canyon area including SR6 east and SR89 south east to county borders, Woodland Hills, Salem, Lake Shore, Palmyra, Benjamin, Payson, Payson Canyon, Elk Ridge, Genola, Santaquin, Goshen, Elberta, West Mountain, South West Desert area, SR6 west to county border. There will be two zones for off road recovery and off-road towing. Off road tow trucks will be required to regular conventional wreckers (No Flat Beds). Tow truck must be four-wheel drive, have tire chains, minimum of 200 feet of cable or chain.

**South Zone:** Includes all areas south of Provo Center Street.

**North Zone:** Includes all areas North of Provo Center Street

### 507.3.1 HEAVY DUTY ROTATION

There will be two zones for Heavy Duty Tow Trucks. Tow companies must be able to store semitrucks and trailers within Utah County to qualify for heavy duty rotation.

**South Zone:** Includes all areas south of Provo Center Street

**North Zone:** Includes all areas north of Provo Center Street.

## **TOWING FACILITY REVIEW**

A review of each towing facility and tow trucks may be done by the Sheriff's Office several times a year to make sure each tow company is in compliance. A thorough check of each business and business practice will be done including, but not limited to, checking for complaints, BBB ratings and any other unethical business practices that would reflect unprofessionally on the Utah County Sheriff's Office. The Sheriff's Office goal in this process is to provide a rotation of tow companies that treat the County, and the citizens they serve with respect, using ethical business practices. Being on the tow rotation list is a **privilege and not a right**. Any complaint(s) against another company regarding violations of the Utah County Sheriff's Office Tow Rotation Policy shall be made in writing to the Utah County Sheriff or designee, and shall be a matter of public record.

## **STORAGE YARD INFORMATION**

All Rotation Yards must be State Tax Commission Approved.

All of the yards listed must have a yard office staffed and open for business during normal business hours, Monday through Friday, unless a company provides evidence of the Central Office Authorization from the State Tax Commission – Motor Vehicle Division. In this case yard number one (1) will be listed as the central office and a copy of the written Central Office Authorization form must be submitted with the application.

## **TOW TRUCK OPERATORS**

- 1) Operators shall comply with all state and federal laws and regulations when engaged in rotation towing for the Sheriff's Office.
- 2) A tow truck operator who has been arrested/charged for a violation of a felony shall be suspended until the case is adjudicated.
- 3) As evidenced by a Utah Driver License History Report dated within 30 days of submission to the Sheriff's Office, each operator shall not have had driving privileges under revocation, suspension, or denial within two (2) years of the date of application.
- 4) Serious operator error during a tow process will result in an immediate suspension of the Company from the rotation. The Sheriff's Office will determine if a violation is serious.
- 5) Operating a tow truck in violation of the law may result in the suspension of the Company from the rotation.
- 6) Whenever performing tow duties for the Utah County Sheriff's Office, each operator or other Company employee or representative who responds to the scene shall wear long pants, close-toed shoes, and a reflective vest.
- 7) Use of an unauthorized operator on a rotation call will be cause for immediate suspension of the Company from the rotation.
- 8) All operators must possess a current and valid Utah driver license and UDOT Tow Truck Operator Certification.

## **TOW TRUCKS**

- 1) Each tow truck shall comply with the safety equipment requirements found in Title 72, Chapter 9, Part 6 of the Utah Code and Utah Administrative Code R909-19 which can be found on-line at <http://www.udot.utah.gov>. All equipment shall be permanently marked and specific to the truck.
- 2) Each tow truck shall have whatever equipment is necessary to safely tow the vehicle, clean

up any debris and fluids from the towed vehicle, and securely transport all loose items from the towed vehicle. All equipment shall permanently marked, specific to the truck.

3) Each tow truck that responds to a rotation call must be unloaded and cannot be transporting any vehicle, vehicle parts, people, or other items for another commercial purpose.

4) The Company shall ensure that each tow truck that responds to the tow of a motorcycle shall be so equipped as to provide for one-person loading, as well as safe and secure upright transport of the motorcycle.

5) Each tow truck shall be registered in the name of the Company and/or owner, and the address listed for the registration shall be the same as the Company address listed on the business license.

6) For the purposes of the rotation, the Company name, city, state, and UDOT number must be Permanently marked on the vehicle.

7) Using an unauthorized tow truck on a rotation call will be cause for immediate suspension of the Company from the rotation.

#### IV. STORAGE YARD/LOT

1) Yards/Lots shall be in compliance with all State laws and regulations.

2) Yards used by the Company for rotation purposes must be state tax approved, in compliance with all State Tax Commission and rotation requirements and shall remain in compliance for the duration of the rotation period. Failure to maintain current compliance with one or more yards will result in the Company's suspension from the rotation. State Tax requirements are minimum requirements and state tax approval is not to be considered as a guarantee that the yard will be approved for the rotation.

3) Using any unauthorized yard/lot will be cause for immediate suspension of the Company from the rotation.

4) The Company shall provide the Sheriff's Office with a copy of the Central Office Authorization as permitted in R873-22M-17. This can be a letter from the State Tax Commission designating the Central Office or a copy of the yard inspection designating the Central Office.

5) Towing companies may be authorized by the State Tax Commission to maintain multiple storage areas that are served by a central office. In these instances, upon contact by the vehicle owner or authorized agent, the Company representative:

a) shall, during normal business hours, respond to the yard within 20 minutes or shall respond by appointment on the same business day contact was made at the discretion of the vehicle owner or authorized agent:

b) shall not require the vehicle owner or authorized agent to respond to more than one towing company location to arrange for and obtain the release of the vehicle.

6) The Company shall provide the vehicle owner or authorized representative access to retrieve a vehicle 24-hours a day, seven (7) days a week.

7) Yards that experience frequent problems with theft from or vandalism to towed and stored vehicles will be removed from the rotation.

8) Vehicles shall not be towed to a yard other than the appropriate approved yard or transferred from said yard without prior notification and approval from a deputy. The sole exception is for any vehicle which qualifies for a State Tax Sale (at least 30 days old) may be transferred to another yard for purposes of the State Tax Sale without any prior notice to the Sheriff's Office providing that the date of said transfer and the yard transferred to is recorded on the original invoice.

9) The vehicle shall be towed to an approved yard owned by the Company unless the owner or operator of the vehicle requests that the vehicle be taken to another location. Such requests will be honored upon satisfying the lawful towing company requirements for payment for services.

10) All property removed from towed vehicles by the Company for "safe keeping" shall be listed on the invoice given the vehicle owner. Additional fees will not be charged to the vehicle owner by the tow company for this. A company that follows this practice must have a policy in place and must provide a copy of such to the coordinator. Personal property in or on the towed vehicle will be returned to the owner. This policy shall include:

a) Type of property normally removed

- b) Where it will be kept
  - c) Who will be responsible for ensuring it is returned to the owner
  - d) Who will release the property and
  - e) Be limited only to property not attached to the vehicle, etc.
- 11) The Company shall ensure that the storage yard operator maintains a log of individuals who have been given access to vehicles for the purpose of removing personal property and said log shall show the name, vehicle, date, time, and receipt number.
- 12) If the Company is applying for the Heavy-Duty Rotation, the yard must have sufficient space to store one
- (1) semi-truck cab and two (2) semi-trailers within Utah County. Failure to maintain sufficient storage space will result in the Company's removal from the Heavy-Duty Rotation.

## **COMPLAINTS**

- 1) The Company shall cooperate with the Sheriff's Office in any inquiry regarding an allegation of the violation of any part of this Agreement.
- 2) As a matter of practicality, the enforcement of certain articles in the agreement occurs primarily as violations are brought to the attention of the Sheriff's Office.

## **SUSPENSION**

- 1) The Sheriff's Office has an interest in ensuring the safety of vehicles and contents when towed and stored at the Agency's request. When circumstances warrant, it may become necessary to suspend a towing company from the rotation until the situation can be thoroughly investigated and an appropriate and fair decision rendered.
- 2) Actions that may result in a towing company's suspension from the Towing Rotation List include, but are not limited to:
  - a) Operating unsafe tow trucks
  - b) Serious operator error
  - c) Threats
  - d) Vehicle damage sustained during the towing process
  - e) Operating in violation of the law
  - f) Expiration of liability or workers compensation insurance
  - g) Using unauthorized operators on rotation calls
  - h) Using unauthorized tow trucks on rotation calls
  - i) Using unauthorized impound yards
  - j) Pattern of excessive response time to rotation calls
  - k) Failure to maintain complete and accurate records of rotation towed vehicles
  - l) A yard does not have an office on site and is not approved for central office
  - m) Non-permanent or magnetic signs being used on the tow trucks
  - n) Using a storage yard other than those approved and included in the application
  - o) Requesting or demanding a vehicle owner sign any financial responsibility disclaimers
  - p) Refusal to release the vehicle to the owner, owner's designee, or authorized insurance company
  - q) Refusal to release personal property inside or on the vehicle to the owner.
  - r) Holding personal property "hostage" for payment or additional fees to the tow company.
  - s) Violation of any of the terms/conditions of this application/agreement.
- 3) A company, yard, truck or driver may be suspended from the rotation for practices determined by the Sheriff's Office to be unlawful, unreasonable, or otherwise not in the best interest of the public.
- 4) A violation of any part of this agreement may be cause for suspension from the rotation.
- 5) If the Sheriff's Office deems a suspension is appropriate, the Company will be notified by phone and written notice by the Company provided email or mail.

- 6) The Sheriff's Office will determine the length of any suspension, temporarily or permanently.
- 7) The Company may appeal any suspension from the rotation by contacting the Sheriff at the Utah County Sheriff's Office in writing within (10) business days of the suspension.

### **GENERAL TERMS**

- 1) This Agreement contains the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. No promise, representation, warranty, or covenant not included in this agreement has been or is relied upon by the parties.
- 2) The provisions of this agreement shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this agreement or the breach thereof. Venue shall be in Provo, Utah, in the Fourth Judicial District Court for Utah County.
- 3) A declaration by any court, or any other binding legal source, that any provision of this agreement is illegal and void shall not affect the legality and enforceability of any other provision of this agreement, unless the provisions are mutually dependent.
- 4) The Company agrees to indemnify, save harmless, and release the Sheriff's Office, Utah County and all their deputies, agents, volunteers, officers and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the acts or negligence of the Company's officers, agents, volunteers, or employees, but not for claims arising from the Sheriff's Office's sole negligence.
- 5) This agreement may be amended, modified, or supplemented only by written amendment to the agreement, executed by authorized persons of the parties hereto, and attached to the original signed copy of the agreement, automatic renewals will not apply to this contract.