

UNIFIED POLICE DEPARTMENT TOWING ROTATION AGREEMENT

JULY 2016 – JUNE 2017

DEFINITIONS

1. "UPD" means: The Unified Police Department of Greater Salt Lake.
2. "Company" means: The Towing Company making application for Rotation.
3. "Owner" means: Person(s) that own and/or operate/manage a company regardless if they are an operator/driver.
4. "Coordinator" means: The UPD Rotation Coordinator(s).
5. "Operator" means: An approved tow truck driver/operator.
6. "Yard" means: A storage yard meeting this agreement's requirements and approved by the Utah State Tax Commission.
7. "Normal Business Hours" means: 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding state holidays.
8. "Sanctions" means: A penalty including but not limited to warnings, suspensions, and/or termination.
9. "Office Staff" means: Anyone who has access to any files or information not limited to paid employees, interns, family members or helpers.

DISCLAIMER

UPD is seeking to establish a Towing Rotation list to be used when a sworn officer requests the removal and towing of a motor vehicle. The UPD reserves the right to make any changes to the Agreement, with sufficient notice to the Companies.

Being on any of the UPD Towing Rotation lists is a privilege and not a right and does not create a contract between the UPD and the Company. To be eligible to be on any UPD Towing Rotation list, towing companies must submit, during open application, the Towing Rotation Application and must agree to comply with the rules and regulations as set forth in this Towing Rotation Agreement. Towing Companies on UPD Towing Rotation list must also follow all Federal, State, and local laws and regulations pertaining to tow companies. Failure to comply with the terms of this Agreement or applicable Federal, State, and local laws and regulations may lead to sanctions against the towing company as described in the Agreement.

The signature of the duly authorized representative on the Application and Agreement shall confirm that the entire document has been read, the information given 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 any UPD 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 any UPD Towing Rotation list is voluntary and a discretionary privilege extended by the UPD and not a legal right. Inclusion on UPD's Towing Rotation list does not guarantee any Company an equal or specific number of Rotation Calls. Falsification of any portion of this Application, Agreement, or in the documentation provided in support of the Application shall be cause for immediate removal from the Towing Rotation list and may be charged as a separate criminal offense.

PROJECT DESCRIPTION

1. This rotation and agreement will be effective July 1, 2016 through June 30, 2017, unless terminated earlier at the discretion of UPD.
2. Renewals and Enrollment for existing and/or new companies must be completed each year during the Renewal/Enrollment period specified by the UPD.
3. Companies must specify the Rotation Zone (only one per company) and indicate any Specialty Rotation you would like to be placed on. The UPD, at its discretion, may choose and place a company in a zone if additional coverage is needed.
4. This rotation does not apply to recoveries and the UPD reserves the right to specifically request a company(ies) for recoveries. A recovery shall be determined by the Officer on scene and shall be at his/her sole discretion.

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APPLICATION OBLIGATIONS

The UPD will receive sealed packets until **4:30 p.m. Friday, May 27, 2016** at the UPD Building located at 3365 South 900 West, South Salt Lake, Utah 84119. **Packets delivered after this time will not be accepted.**

- ✓ Packet must be complete in order to be considered.
- ✓ Packets must be delivered in person and payment of the application fee must be made at the time of delivery - emailed or faxed packets will not be accepted.
- ✓ The right is reserved to reject all applications, to waive any informality or technicality, or to accept applications deemed in the best interest of the UPD.
- ✓ Packets that have trucks, drivers, yards, owners, office staff, or any employees not qualifying for participation will not have those trucks, drivers, yards, owners, office staff or employees considered.
- ✓ All applications must be completed electronically and printed. Handwritten applications will not be accepted.
- ✓ Copies of other agencies, previous years, or prior version applications will not be accepted. The UPD is not responsible for expenses incurred prior to or after an award by the UPD. The UPD reserves the right to reject any and all responses and to waive any irregularities or informalities.

ROTATION AGREEMENTS

I. Terms, Conditions, Procedures, and Agreements

A. The Company

1. The company is responsible to submit all information requested on the checklist.
2. Managers & Office Staff - who do not drive or operate tow trucks - must submit original BCI Criminal Histories not older than thirty (30) days, showing "Criminal History Verified" and with Arrest History Attachments. Arrests that do not have dispositions listed may not be acceptable for the background check unless the court summary is attached showing dispositions of charges.
3. Managers & Office Staff must be within compliance of the criteria listed below:
 - a. Are legally authorized to work in the United States.
 - b. Shall not have been convicted, either in a Utah court or any court in the United States, of a violent felony or similar crime as defined in UCA 76-3-203.5, of any assault or other crimes against a Law Enforcement Officer or government official, or any sexual offense. Shall not have been declared by any court of competent jurisdiction incompetent by reason of mental defect or disease and not been restored, and shall not be a Registered Sex Offender in Utah or any other State.
 - c. Shall not have any convictions, including pleas in abeyance, classified as a felony or misdemeanor crime involving violence, moral turpitude, weapons, illegal use or possession of any substance, domestic violence or related convictions, resisting arrest, obstruction of justice, or any thefts, within the last five (5) years. Sentencing must also be satisfactorily completed –including, but not limited to probation and/or parole –with the date of completion also not within the last five (5) years. Employees who show a pattern of criminal behavior may be rejected.
 - i. "Moral turpitude" means conduct which;
 1. is done knowingly contrary to justice, honesty, or good morals;
 2. has an element of falsification or fraud; or
 3. contains an element of harm or injury directed to another person or another's property.
 - d. Shall not have been convicted of any other crime that when considered with the duties and responsibilities of a Manager or Office Staff Employee and as set forth in this agreement is considered by the UPD to indicate that the best interests of the public are not served.
 - e. If you are under investigation for any of the offenses listed under B and C above, UPD reserves the right to deny your application for the UPD Towing Rotation until such time, as the case(s) are closed or adjudicated with a disposition.
4. The Company must maintain at least one UPD approved yard within their assigned zone for which they have applied and must submit all yards the Company operates within the zone for approval. Vehicles towed within that zone must be taken to the approved yard within that zone. Companies on the 4x4, Heavy Duty, or Canyon Rotation(s) shall maintain at least one yard within Salt Lake County but must submit all yards the company operates.

Company Owner Initials

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5. If the Company has only one approved Driver at any point in time throughout the Rotation year, and that Driver is going to be unavailable or out of service for any length of time, the Company shall not use an unauthorized driver during the absence of that driver.
6. The Company must maintain General Commercial Liability Insurance at \$1,000,000 per occurrence and \$2,000,000 aggregate, as well as \$100,000 Garagekeepers. UPD shall be listed as an additional insured on the General Commercial Liability and Garagekeepers Insurance policies.
7. The company shall provide evidence of Workers Compensation Insurance and shall maintain said coverage throughout the rotation year, as per Utah State Law. The Exclusion Waiver Endorsement (a statement that you do not want Workers Compensation on yourself and that you have no employees) is not acceptable.
8. The Company will be available 24 hours a day, 7 days a week. The towing company called to tow a vehicle must be at the scene of a call within 20 minutes, except under extraordinary circumstances. If the towing service first called accepts the call and does not arrive at the scene within 20 minutes, then another towing service may be requested to respond and the first company may be sanctioned. For all regular rotation calls that involve Light Duty and Medium Duty vehicles, the company will only be allowed to bill for one (1) hour of tow services. The definition of these vehicles and the applicable maximum tow rates are found in Administrative Rule R909-19. In case of crashes involving serious injury, fatalities, or other tows which are significantly longer than one hour, an on-scene UPD sergeant or lieutenant must sign and print their name on the tow receipt, noting the departure from the scene time, thereby authorizing billing longer than the standardized one hour. A reasonable exception, as determined by the Coordinator, may be made for Canyons, 4x4 and Heavy Duty calls. Only those charges allowed by statute may be charged to a vehicle's owner or insurance company. The UPD may perform audits on Company billing receipts.
9. The Company will ensure that all operators, assistants, trainees, and any other employees have sufficient experience and/or training in currently recommended towing techniques and are capable of performing their duties in a lawful, safe, proper, and effective manner.
10. The towing company shall accept payment offered at the scene or yard in cash or by major credit/debit card, and shall maintain sufficient cash on hand to make change of up to Fifty-Five dollars (\$55).
11. The dispatch phone number shall be answered in the name of the company making application.
12. In order to aid in communication, each company shall maintain and monitor an active email address using the email address submitted on the Application. Email will be the primary means of communication from the Coordinator to the company. All requests for information and/or any communication by the Coordinator must be responded to by the Company in a timely manner. Failure to respond by the listed due date may result in suspension from the Rotation.
13. The Company agrees not to use unapproved Managers, Office Staff, Operators, Yards, or Trucks. New Managers, Office Staff, Operators, Yards, and Trucks may be added by submitting the required information and the appropriate attachments. The Company must immediately notify the Coordinator of any and all changes to Company information, including removal of yards, trucks, drivers, office staff, etc.
14. The Company agrees to unannounced audits of records.
15. Only those Companies that have been called from the Towing Rotation may respond to a UPD Tow request.
16. The Company will maintain complete and accurate records of all UPD rotation tows and shall provide the Coordinator with such records as requested. Failure to maintain such records will result in sanctions up to and including suspension or removal from the Rotation.
17. The Company shall respond with its own equipment that is permanently marked as such and will not use other towing company equipment on a "Temporary Lease" or substitute backup basis.
18. The company shall submit to unannounced equipment, truck, yard, record inspections during normal business hours and must successfully pass said inspections in order to remain on the rotation. If it is determined that the on-site yard office is not staffed and open for business as required by R873-22M-17(6)(a), the company may be sanctioned.
19. The company shall ensure that tow truck operators provide only those services that are necessary or requested and shall, at the time of the tow, provide the owner or driver (if present at the scene) of the vehicle:
 - a. the location where the vehicle will be stored;
 - b. a copy of the current rate schedule, and;
 - c. the terms of the vehicle recovery.

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20. The following times will be included on all receipts: start date/time, arrival at scene, conclusion at scene, arrival at yard, and unload time by the operator at the time of the tow. When a vehicle is retrieved by the owner or designee the date, time and signature will also be on the receipt. All time shown must be directly attributed to the towing assignment.
21. The company shall make every effort to resolve legitimate claims for damage or theft that are obviously related to the towing and/or storage of the vehicle and shall do so in a timely manner. Vehicles that are damaged as a result of the tow may result in the company being sanctioned up to and including suspension or removal from rotation.
22. The company shall provide the owner of the vehicle with the company's insurance information, if requested, when the owner makes a complaint of damage or theft or in the process of resolving claims.
23. The company shall provide UPD officers on scene at the rotation call of any requested information regarding the company, drivers, trucks, equipment, yards, or any other information deemed pertinent.
24. The Company shall ensure that once the Operator is given control of the vehicle at the tow site, notation is made on the invoice of the description of any property that is removed from the vehicle and the name of the person removing it.
25. Operators shall not leave the scene of a rotation call on a traffic accident until all debris, oils, and radiator fluids (including all absorbent material) have been properly removed from the scene as coordinated by officers.
26. The Company shall provide renewal copies of business licenses, insurance, registration, Motor Carrier Certification, and driver certificates at the time the item is renewed. As the Company should reasonably know when these items are due, Companies will be suspended without notice until the renewed copies are provided or may be terminated if the renewal is not received within thirty (30) days of the previous expiration. Notification by an insurance company or the State that a required element of this Agreement has been revoked shall be cause for immediate suspension without notification by the Coordinator as the Company receives the same correspondence.
27. Each operator will be approved as tow truck operator for only one (1) tow company and will not be allowed or approved to tow for more than one tow company at any given time to include company owners. In order for tow truck operators to be approved for a different company, they must first surrender the UPD ID card issued for the first company prior to approval as an operator for the second tow company.
28. It is the responsibility of the tow company to return the UPD ID card for all employees no longer working for them.
29. The Company shall ensure that all owners, operators, office staff, and any other Company employees shall cooperate fully and honestly with Officers at the scene of Rotation Calls, Towing Coordinators, and any other Law Enforcement Officer. Dishonesty and/or failure to cooperate may result in sanctions up to and including termination from the Rotation.
30. The Company shall fully cooperate with all Law Enforcement Agencies regarding investigations into alleged crimes occurring on or within any Company property including but not limited to Yards, Vehicles, Offices, etc. Dishonesty and/or failure to cooperate may result in sanctions up to and including termination from the Rotation.

B. Operators

1. Operators shall comply with all Federal, State, and local laws and regulations when engaged in Rotation Towing.
2. Each Owner and Operator must submit original BCI Criminal Histories not older than thirty (30) days showing "Criminal History Verified" with Arrest History attachments. Arrests that do not have dispositions listed may not be acceptable for the background check unless the court summary is attached showing dispositions of charges.
3. A UPD identification card shall only be issued to Operators and Owners if the employee is within compliance of the criteria listed below:
 - a. Are legally authorized to work in the United States.

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- b. Shall not ever have been convicted, either in a Utah court or any court in the United States, of a violent felony or similar crime as defined in UCA 76-3-203.5, of any assault or other crimes against a Law Enforcement Officer or government official, or a sexual offense. Shall not have been declared by any court of competent jurisdiction incompetent by reason of mental defect or disease and not been restored, and shall not be a Registered Sex Offender in Utah or any other State.
 - c. Shall not have any convictions, including pleas in abeyance, classified as a felony or misdemeanor crime involving violence, moral turpitude, weapons, illegal use or possession of any substance, domestic violence or related convictions, resisting arrest, obstruction of justice, or any thefts, within the last five (5) years. Sentencing must also be satisfactorily completed –including, but not limited to probation and/or parole –with the date of completion also not within the last five (5) years. Operators who show a pattern of criminal behavior may be rejected.
 - i. “Moral turpitude” means conduct which;
 1. is done knowingly contrary to justice, honesty, or good morals;
 2. has an element of falsification or fraud; or
 3. contains an element of harm or injury directed to another person or another's property.
 - d. Shall not have been convicted of any other crime that when considered with the duties and responsibilities of an Operator and as set forth in this agreement is considered by the UPD to indicate that the best interests of the public are not served.
 - e. If you are under investigation for any of the offenses listed under B and C above, UPD reserves the right to deny your application for the UPD Towing Rotation until such time, as the case(s) are closed or adjudicated with a disposition.
4. Each Owner and Operator must submit an original Drivers License Division (DLD) Record not older than thirty (30) days. An Owner or Operator shall not have had driving privileges under revocation or suspension within two (2) years of the date of application.
 5. Each Owner or Operator that responds to Rotation calls shall clearly display a valid UPD identification card which has been issued to the Operator for the specific Company. ID Cards are non-transferable and shall be used for official purposes only. The use of ID cards to obtain credit, complete a financial transaction, or secure a gratuity is prohibited. The card remains the property of the UPD and shall be surrendered to the UPD upon termination. The Tow Company is responsible to make sure the identification card/badge is returned to the UPD and shall not destroy identification cards/badges or throw them away.
 6. Each operator will be approved as tow truck operator for only one (1) tow company and will not be allowed or approved to tow for more than one tow company at any given time to include company owners. In order for tow truck operators to be approved for another company, they must first surrender the UPD ID card issued to them prior to approval as an operator for another tow company.
 7. When responding to Rotation tows, each Operator will wear a fully visible company shirt or jacket imprinted with the first name of the Operator and the name of the Towing Company.
 8. Serious Operator error may result in the Company being sanctioned and the Operator being permanently removed. The Coordinator shall determine if a violation is serious.
 9. Using an unauthorized Operator on a Rotation call may result in an immediate termination from the Rotation.
 10. Operating a truck in violation of the law may result in the Company being sanctioned.

C. Trucks and Equipment

1. Each tow truck shall comply with the Safety Equipment Requirements as established by the Utah Department of Transportation and referenced at the Web Site Address of www.udot.utah.gov and said equipment shall be permanently marked and specific to the truck.
2. Each tow truck shall successfully pass a CVSA commercial vehicle inspection before being placed on rotation and shall pass the CVSA inspection when requested to resubmit by the Coordinator. Trucks are subject to a random CVSA level 1 inspection by the UPD.
3. Each tow truck shall comply with the following additional Equipment Requirements as established by the UPD, and said equipment shall be permanently marked, specific to the truck: (a) 4 Foot Pry Bar; (b) Dollies (Flatbeds Excluded).
4. Only 4x4 equipped wreckers will respond to calls in the canyons regardless of the time of year.

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5. The company shall ensure operator compliance in that each tow truck that responds to the tow of a motorcycle shall be so equipped as to provide for one person loading and safe and secure upright transport of the motorcycle.
6. Each tow truck shall be registered in the name of the company and/or owner, and the address shown on the registration must be the same as the company address listed on the business license.
7. For the purposes of the Rotation, the Company name, city & state, and UDOT number must be permanently marked on both sides of the vehicle.
8. Tow trucks must have a current UPD window decal. Tow trucks are not fully approved to participate in the UPD Rotation until the decal has been permanently attached to the tow truck. This decal should be placed in the rear window on the driver's side of the vehicle.
9. Using an unauthorized tow truck on a rotation call may be cause for the company being removed from the rotation(s).

D. Storage Yard/Lot

1. Yards/Lots shall be in compliance with all state laws and regulations.
2. Using an unauthorized yard/lot will be cause for sanctions up to and including suspension or removal from Rotation(s).
3. Yards used for rotation purposes must be state tax approved and currently in compliance with all State Tax Commission and rotation requirements, and will remain in compliance for the duration of the rotation period. State Tax requirements are minimum requirements and state tax approval is not to be considered as guarantee that the yard will be approved for the rotation.
4. Each yard shall have a staffed office as required by R873-22M-17(6). Unstaffed yards are not allowed for Rotation. All Rotation Yards must be State Tax Commission approved. All of the yards must have a yard staffed and open for business during normal business hours unless a Company provides evidence of the Central Office Authorization from the State Tax Commission Motor Vehicle Division. In this case, a copy of the written Central Office Authorization form must be submitted with the application.
5. The Company 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 owner access to vehicles towed subject to a rotation call on a 24-hour, 7-day a week basis. The company shall obtain a signed waiver from the owner indicating consent to pay the after hours release fee, see attachment when applicable.
7. Companies that are authorized to maintain multiple storage areas that are served by a Central Office, upon contact by the vehicle owner or authorized agent:
 - a. Shall, during normal business hours, respond to the yard within 20 minutes and by appointment;
 - b. Shall not charge the vehicle owner or authorized agent an additional fee for responding to the yard during normal business hours for the purposes of:
 - i. Releasing a vehicle;
 - ii. Releasing life essential personal property contained within the vehicle;
 - iii. Inspecting the condition of the vehicle.
8. Each yard shall maintain a video surveillance system and each building shall maintain an alarm system.
9. Yards that experience frequent problems with theft from, or vandalism to, towed or stored vehicles may result in the Company being terminated from the rotation.
10. Vehicles shall not be towed to a yard other than the nearest company approved yard or transferred from said yard without prior notification and approval of the Coordinator; with the exception that any vehicle that 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 Coordinator providing that the date of said transfer and the yard transferred to is recorded on the original invoice.

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11. The owner or operator of the vehicle may request that the vehicle be taken to another location in which case the request will be honored upon satisfying the towing company requirements for payment for services as set forth in this agreement.
12. All property removed from towed vehicles by the company for "safe keeping" must be listed on the invoice that is to be received by the vehicle owner. Company policy should include: Type of property, where it will be kept, who will be responsible for making certain that it is returned to the owner, who will release the property, only property not attached to the vehicle, etc.
13. 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 such log shall show the name, vehicle, date, time and receipt number.

II. Complaints

1. The Company shall cooperate with the Coordinator 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 Coordinator.
3. The Coordinator shall be the determining authority as to the severity of any violation. After the coordinator's investigation he/she shall impose sanctions as she/he deems appropriate.

III. Penalties

1. The UPD has an obligation to the public regarding the safety of vehicles and contents when towed and stored at UPD request and by an UPD Rotation Tow Truck. When circumstances warrant, it will be necessary to immediately suspend a towing company from the rotation and remain on suspension 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 or termination from the UPD Towing Rotation List include, but are not limited to:
 - a. requesting or demanding a vehicle owner sign any financial responsibility disclaimers;
 - b. charging unauthorized fees.
 - c. holding life-essential personal property "hostage" for payment to the company;
 - d. expiration of liability or workers compensation insurance;
 - e. failure to maintain complete and accurate records of rotation towed vehicles;
 - f. threats;
 - g. operating a tow truck or company in violation of law;
 - h. using unauthorized company operators, trucks, or yards on rotation calls;
 - i. serious operator error;
 - j. vehicle damage sustained during the towing process;
 - k. operating unsafe tow trucks;
 - l. using non-permanent or magnetic signs on the tow trucks;
 - m. moving a vehicle to another location without prior notification to the Coordinator;
 - n. moving a yard to another location without prior notification to the Coordinator;
 - o. operating a yard which does not have an office on site and is not approved for a central office;
 - p. falsifying information on this application;
 - q. revocation/suspension of driving privileges by the State of Utah.
3. Suspension or termination from another Agency's rotation may result in suspension or termination of the company from the UPD rotation(s).
4. Following an investigation, if the Coordinator deems a sanction is appropriate, the Company will be notified by Email and/or U.S. mail.

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5. The Coordinator will determine the length of any suspension. Suspension may result in a company being denied participation for any length of time in the current rotation, extended into a proceeding rotation, permanently, or other time as determined by the Coordinator.
6. The Company may appeal any suspension and/or termination from the rotation in writing to the Captain of the Technical Services Division within fourteen (14) calendar days.
7. A company, yard, truck or driver may be suspended or terminated from the rotation for practices determined by the Coordinator to be unlawful, unreasonable, or otherwise not in the best interest of the public and as outlined in this application.
8. A violation of any part of this agreement may be cause for sanctions.

IV. Fees

1. \$150.00 Non-Refundable Application Fee
 - a. Payable in cash or check to Unified Police Department. Payments must be made in person at the Technical Services Division and must accompany a completed Towing Packet. Returned checks will disqualify the Company from the Rotation.
2. \$10.00 Driver Identification Card Fee (per driver)
 - a. Payable in cash or check to Unified Police Department. Upon receiving notification of a Driver's Approval, the Driver will then respond to the Technical Services Division to pay the fee and obtain the Approval Letter.
 - b. There is a \$10.00 fee for replacement of lost or stolen Driver Identification Cards.
3. \$25.00 Suspension Reactivation Fee
 - a. Payable in cash or check to Unified Police Department and can be made at the Technical Services Division. For every suspension a company receives, once the suspension period is complete and/ or any corrections to the Company's file have been made, the Company must pay the fee before reactivation on the Unified Police Department Towing Rotation will occur.

I hereby declare under criminal penalty of the State of Utah that the information contained in the foregoing application is true and correct. I agree to be bound by all of the terms and conditions contained in the foregoing application and acknowledge that by signing below, I acknowledge I have read the application in its entirety. I agree to abide by the terms and conditions set forth in the application. I agree to accept responsibility for ensuring that all employees of the Company comply with the provisions of the application.

Company Owner – Printed Name

Company Name

Company Owner – Signature

Date