

Unified Police Department



Towing Rotation Agreement

July 1st, 2023 – June 30th, 2024

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DEFINITIONS

1. “Administration Fees” A charge authorized pursuant to Utah Codes 53-1-106.2 and 72-9.604 to be collected by the Tow Provider on behalf of the third party and a portion paid to the third party.
2. “Approved Devices” A list of minimum requirements for smartphone or tablet devices to be used.
3. “Business Hours” 8:00 AM to 5:00 PM, Monday through Friday, excluding state holidays.
4. “Company/ Tow Provider” A towing company, drivers for the towing company, all employees, and agents of the towing company.
5. “Coordinator” The UPD towing coordinator
6. “Devices” Cellular smartphones or tablets that can operate cloud-based mobile applications.
7. “Lot/Vehicle Storage Facility (VSF)” A storage lot or facility that is operated by the Tow Provider who holds the required licenses and permits.
8. “Office Staff” Anyone who has access to any files, information, emails, etc. that involve UPD.
9. “Operator” Approved tow truck driver
10. “Owner” Person(s) that own and/or operate and/or manage a company.
11. “Private Party Tow/Impound (PPI)” Tow by which a Tow Provider performs as the result of being summoned to a scene by a private citizen or business and taken to the Tow Provider’s lot.
12. “Repossession (REPO)” Tow by which a Tow Provider recovers a motor vehicle, boat, RV, plane, ATV/UTV, or other means of conveyance when authorized by the legal owner, lienholder, or lessor to recover, or to collect money payment in lieu of recovery of, that which has been sold or leased under a security agreement that contains a repossession clause.
13. “Sanction” A penalty including but not limited to warnings, suspension, and/or termination.
14. “Truck” Approved tow truck
15. “UPD” Unified Police Department
16. “Wireless Provider” Cellular communications service providers.
17. “Yard” Storage yard approved by the Utah State Tax Commission.

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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 enough notice to the companies.

If a company is sold during the towing rotation year, the owner of said company is responsible for notifying UPD at the time of sale. The company will then be terminated from the UPD rotation. The agreement is non-transferable. The new owner will be eligible to apply for the following rotation agreement year.

Being on any of the UPD towing rotation lists is a privilege, not a right, and does not create a contract between the UPD and the company. To be eligible for any UPD towing rotation list, the company must submit (during open application) the "Towing Rotation Application" and must agree to comply with the rules and regulations as outlined in this towing rotation agreement. Towing companies on the UPD tow rotation list must also follow all federal, state, and local laws and regulations about the company. 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 this 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 this agreement. The company understands the requirements to be placed 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 understating that inclusion on any UPD towing rotation list is voluntary and a discretionary privilege extended by the UPD and not a legal right. Inclusions on UPD's towing rotation list do not guarantee any company an equal or specific number of rotation calls. Falsification of this agreement, or in the documentation provided in support of the application shall be cause for immediate termination from the towing rotation list and may be charged as a separate criminal offense.

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PROJECT DESCRIPTION

1. This rotation and agreement will be effective July 1st, 2023, through June 30th, 2024. Unless terminated earlier at the discretion of UPD.
2. Renewals and enrollment for existing and/or new companies must be completed annually as specified by the UPD.
3. The company must apply for the UPD tow rotation online at www.updsl.org. We encourage all companies to use this method. The *Original Agreement* which is initialed and signed as well as the completed application agreement must be submitted in person or by mail to the Unified Police Department (See *Tow Coordinator Contact Information*).
4. 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.
5. Email is the main method of communication between the UPD and tow companies. Towing companies are recommended to do all correspondences (appeals, complaints, questions, document updates, etc.) by U.S Mail or email. If one feels that there is a reason to meet in person, please email us to schedule a meeting.
6. This rotation does not apply to recoveries and the UPD reserves the right to specifically request a company for recoveries. Recovery shall be determined by the officer on scene and shall be at his/ her sole discretion.
7. All documents must be approved before the company is placed on rotation.

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APPLICATION OBLIGATIONS

The UPD will receive packets and/or online applications until Monday, June 5th, 2023 at 4:00 pm at the UPD main office (See *Tow Coordinator Contact Information*). **Packets delivered after this time will NOT be accepted and your company will be disqualified from the 2023-2024 tow rotation.**

- ✓ The packet must be completed to be considered.
- ✓ The right is reserved to reject all applications, waive any informality or technicality, or accept applications deemed in the best interest of the UPD.
- ✓ Packets that have owners, office staff, operators, trucks, yards, or any employee not qualifying for participation will not have those owners, office staff, operators, trucks, or yards considered.
- ✓ If you choose to submit the tow packet in person, you must complete the application electronically and print it. **Handwritten applications will NOT be accepted.**
- ✓ Copies of other agencies and previous and prior versions of the application will not be accepted. The UPD is not responsible for expenses incurred before or after an award by the UPD. The UPD reserves the right to reject all responses and to waive any irregularities or informalities.
- ✓ The company is not active until all decals and badges are picked up.
- ✓ No P.O. Boxes for business addresses (Mailing addresses can be P.O. Boxes).
- ✓ All agreement pages must be initialed by the company owner.

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THE COMPANY

1. If the company accepts a rotation call and arrives at the location of the incident, the vehicle assigned to the company/driver must be removed. The driver is not to turn it down once on scene. If the company refuses to do so, this will result in the company being sanctioned.
2. The company is responsible for submitting all information requested on the application checklist.
3. The company must maintain *General Commercial Liability Insurance* at \$750,000 per occurrence, \$1,000,000 *Aggregate*, and \$100,000 *Garage Keepers*. UPD shall be listed as an additional insured on the General Commercial Liability and Garage Keepers Insurance policies.
4. The company shall provide evidence of *Workers' Compensation Insurance* and shall maintain said coverage throughout the rotation years as per Utah State Law. The Exclusion Waiver Endorsement (the statement that you do not want Workers' Compensation on yourself and others) is **NOT** acceptable.
5. The company will be available 24 hours a day, 7 days a week. The company that is dispatched must be at the scene within 20 minutes unless there are extraordinary circumstances. If the towing service first called accepts the call and does not arrive within 20 minutes, then another towing service will be dispatched, this will result in the company being sanctioned.
6. 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 which includes the dollying of vehicles (See *Administrative Rule R909-19*). In case of crashes involving serious injury, fatalities, or other tows that are significantly longer than one hour, an on-scene UPD Sergeant or Lieutenant must sign and print their name on the tow receipt. This must include the time of departure from the scene which authorizes billing longer than the standardized one hour. A reasonable exception, as determined by the UPD towing coordinator, may be the Canyons Rotation, 4X4 Rotation, and Heavy-Duty calls. Only those charges allowed by statute may be charged to the vehicle owner and/or insurance company.
7. The UPD may perform audits on company billing receipts.
8. The dispatch phone number shall be answered in the name of the company making the application.
9. To aid in communication, each company shall maintain and monitor an active email(s) address. This will be the same email(s) that was used on the application. Failure to respond by the listed due date will result in the company being sanctioned.
10. The company agrees not to use unapproved managers, office staff, operators, trucks, or yards. Any new managers, office staff, operators, trucks, and yards must be added by either submitting to us via email, in-person to the UPD Main Office, or www.updsl.org.

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11. The company agrees to unannounced audits of all records.
12. Only the company that has been called by VECC dispatch from the tow rotation may respond to the tow request.
13. The company will maintain complete and accurate records of all UPD rotation tows and shall prove the UPD coordinator with such records as requested. Failure to maintain such records will result in the company being sanctioned.
14. The company shall respond with its equipment which is permanently marked with the company name and logo. The company will not use other towing company equipment on a “temporary lease” or substitute backup basis.
15. The towing invoice/receipt must include the start date/time, arrival at the scene, the conclusion at the scene, arrival at the yard, and unload time by the operator at the time of the tow. When a vehicle is retrieved by the owner(s) must have the date/time and signature. All times shown must be directly attributed to the towing assignment.
16. The Company shall make every effort to resolve legitimate claims for damage or theft that are related to the towing and/or storage of the vehicle and shall do so promptly. Vehicles that are damaged because of the tow will result in the company being sanctioned.
17. The company shall provide the owner of the vehicle with the company’s insurance information if requested.
18. The company shall ensure that once the operator is given control of the vehicle at the tow site, a 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.
19. Notification by the insurance company or the state that a required element of this agreement has been revoked will result in the company being sanctioned.

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20. It is the responsibility of the tow company to return the UPD tow badge to all employees no longer working for the company. UPD asks that the company mail or drop it off in person within fourteen (14) days. If UPD does not receive the tow badges, this will result in the company being sanctioned.
21. The company shall ensure that all company staff must fully cooperate with UPD Officer(s) on-scene, towing coordinators, and any other Law Enforcement Officer(s). Dishonesty and/or failure to cooperate will result in the company being sanctioned.
22. 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 offices, vehicles, yards, etc. Dishonesty and/or failure to cooperate will result in the company being sanctioned.
23. A third-party tow application may be designated by UPD for PPIs and Repos. When the application or software is available, the third-party vendor will communicate directly with Towing Providers and will receive reports from towing companies and VSFs through an automated web-based system. The third-party vendor will respond to calls and inquiries from the public regarding towed vehicles. The communication system will provide computer and phone access.
24. Tow Providers shall be required to have in each tow truck or on each driver a device capable of operating the third party's application or software
25. The Tow Provider shall be provided access to the application or software to view tow request information and, in some cases, manage the assignment and status of the tow requests.
26. A driver and/or truck may only have one device in their possession while performing tows for UPD.
27. Each Tow Provider must ensure that each tow truck/ driver is equipped with an Approved Device from a Wireless Provider. The Tow Provider shall be responsible for the cost of the approved devices, application, and associated voice and data plans for the tow trucks/drivers.
 - UPD will provide the Tow Providers with the minimum requirements of devices and suggested wireless providers.
28. Tow Providers shall be willing and available to complete any requested training with the third party selected by UPD and cooperate fully with the approved vendor and UPD.
29. Tow Providers will be required to enter vehicle information for each vehicle they tow under this program in the third-party application including VIN and License Plate.
30. Administrative fees approved during the 2023 Utah Legislative Session under Utah Senate Bill 27 relating to Utah Code 53-1-106.2 and 72-9-604 may not be applied or collected for PPI and Repossession tows.

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OWNERS AND OFFICE STAFF

1. Each owner must submit the UDOT Tow Truck Operator Certification or the original BCI criminal histories no older than forty-five (45) days, before June 5th, 2023.
2. Owners, managers, and office staff are unauthorized to operate any towed vehicle(s) without submitting the UDOT Tow Truck Operator Certification.
3. If the company has only one approved driver at any point in time throughout the rotation year and the 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. If using an unauthorized driver will result in the company being sanctioned.
4. Managers and office staff who do not drive or operate tow trucks must submit the original BCI criminal histories no older than forty-five (45) days, before June 5th, 2023. If the BCI is showing “Criminal History Verified” with the arrest history attachments. Staff members that have an arrest(s) that do not have dispositions must be able to provide UPD with the court dispositions, if not compliant the staff member will be terminated from the UPD tow rotation.
5. All manager(s) and office staff who have access to any communication with Unified Police Department are required to submit the original BCI criminal background with a seal.
6. The company will ensure that all operators, assistants, trainees, and other employees have enough experience and/or training in currently recommended towing techniques and can perform their duties lawfully, safely, properly, and effectively.
7. Manager(s) and Office Staff must initial and sign the “**Office Staff Agreement**” which must be delivered via U.S Mail or in-person to the UPD Main Office.
8. Owners, managers, and office staff must be within compliance with the criteria listed below:
 - a. Are legally authorized to work in the United States
 - a. Shall not have been convicted in any court in the United States of a violent felony or similar crime(s) as defined in UCA 76-3-203.5, of any assaults or other crimes against a Law Enforcement Officer or Government Official, or sexual offenses of any kind. Shall not have been declared by any court in the United States incompetent because of mental defect and/or disease and not been fully restored.
 - b. If the owner(s), manager(s), or office staff are under investigation for any of the offenses listed above. The UPD reserves the right to deny the company application for the UPD Towing Rotation until such time, as the case(s) are closed or adjudicated with a disposition.
 - c. Shall not be a Registered Sex Offender in the United States. If you are placed on the Sex Offender Registry at any time during the rotation year, you must notify the UPD Towing Coordinator within ten (10) days via email or U.S. mail.
 - d. Shall not have any convictions including pleas in abeyance, classified as a felony or misdemeanor crime(s)

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involving violence moral turpitude, weapons, illegal use or possession of any substance, domestic violence, resisting arrest, obstruction of justice, or thefts of any kind within the last five (5) years. Sentencing must 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.

- e. Shall not have been convicted of any other crime(s) that when considered with the duties and responsibilities of a manager or office staff employee as outlined in this agreement. The UPD considers that the best interest of the public is not served.
- f. The company shall provide renewal copies of all requested documents requested by the UPD Towing Coordinator.

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TOW OPERATORS

1. Operators must comply with all federal, state, and local laws and regulations when engaged in rotation towing.
2. Each operator is approved as a tow truck operator for only one (1) company and will not be allowed or approved to operate for more than one company at any given time. For tow truck operators to be approved for another company, they must first surrender the UPD identification card issued to them before the approval as an operator for another company. If the operator is operating for another company, the company will be sanctioned.
3. Each operator must submit the *UDOT Tow Truck Operator Certification* that states that the operator has been certified to work with said company.
4. Each operator that responds to the rotation calls shall display the 2023-2024 UPD identification card which has been issued to the operator for the specific company. The identification cards are non-transferable and shall be used for official purposes only. The use of an identification card to obtain credit, complete a financial transaction, or secure a gratuity is prohibited.
5. When responding to UPD tow rotations, each operator must wear a fully visible company shirt and/or jacket imprinted with the first name of the operator and the name of the towing company.
6. The identification card remains the property of the UPD and must be surrendered to the UPD upon termination. If not surrendered to UPD within fourteen (14) days, the company is responsible to provide the UPD with the identification card. This identification card cannot be destroyed or thrown away. If UPD does not receive the identification card, this will result in the company being sanctioned and a \$10.00 non-return fee.
7. Each identification card must be picked up by the operator only as well as provide the previous year(s) identification card within fourteen (14) days of the approval notice, the company will be sanctioned if the identification card is not obtained.
8. Operators shall not leave the scene of a UPD rotation call until all debris, oils, and all absorbent material have been properly removed from the scene as coordinated by the Officer(s). If the operator leaves the scene without proper removal will result in the company being sanctioned.

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9. A UPD identification card shall only be issued to operators if the employee is within compliance listed below:
- a. Are legally authorized to work in the United States
 - b. Shall not have been convicted in any court in the United States of a violent felony or similar crime(s) as defined in UCA 76-3-203.5, of any assaults or other crimes against a Law Enforcement Officer or Government Official, or sexual offenses of any kind. Shall not have been declared by any court in the United States incompetent because of mental defect and/or disease and not been fully restored.
 - c. If the owner(s), manager(s), office staff, or operators are under investigation for any of the offenses listed above. The UPD reserves the right to deny the company applied for the UPD Towing Rotation until such time, as the case(s) are closed or adjudicated with a disposition.
 - d. Shall not be a Registered Sex Offender in the United States. If you are placed on the Sex Offender Registry at any time during the rotation year, you must notify the UPD Towing Coordinator within ten (10) days via email or U.S. mail.
 - e. Shall not have any convictions including pleas in abeyance, classified as a felony or misdemeanor crime(s) involving violence moral turpitude, weapons, illegal use or possession of any substance, domestic violence, resisting arrest, obstruction of justice, or thefts of any kind within the last five (5) years. Sentencing must 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.
 - f. Shall not have been convicted of any other crime(s) that when considered with the duties and responsibilities of a manager or office staff employee that is outlined in this agreement. The UPD considers that the best interest of the public is not served.
 - g. The company shall provide renewal copies of all requested documents requested by the UPD Towing Coordinator.
10. Each operator shall provide the UPD Officers on scene at the rotation call with any requested information regarding the company, driver, truck, equipment, yard, or any other information deemed pertinent.
11. Each operator must provide only those services that are necessary or requested at the time of the tow and provide the owner and/or driver (if present) of the vehicle. This is to include the location of where the vehicle will be stored, a copy of the current rate schedule, and the terms of vehicle recovery.
12. Each operator shall accept payment offered at the scene in cash or by major credit/debit card and shall maintain enough cash on hand to make change of up to fifty-five (55) dollars.
13. A serious operator error will result in the company being sanctioned and the operator possibly being terminated if the UPD Towing Coordinator deems it necessary.

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14. Each operator must stay in 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, safety, and secure upright transportation of the motorcycle.
15. Each tow operator must be willing and available to complete any requested training requested by UPD.
16. Each operator must initial and sign the **“Tow Operator Agreement”** which can be delivered via U.S Mail or in-person to the UPD Main Office.

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TRUCKS AND EQUIPMENT

1. Each tow truck shall comply with the safety equipment requirements established by the Utah Department of Transportation (UDOT) and referenced at the website address of www.udot.utah.gov. The said equipment shall be permanently marked and specific to the truck.
2. Each tow truck must successfully pass the UDOT tow vehicle inspection before being placed on the UPD rotation and must pass the Commercial Vehicle Safety Alliance (CVSA) inspection when requested by the UPD Towing Coordinator. Trucks are subject to random CVSA level one (1) inspection by the UPD.
3. Each tow truck shall comply with the following additional equipment requirements as established by the UPD and must be permanently marked and specific to the truck.
 - a. Four (4) Foot Pry Bar
 - b. Dollies (Flatbeds Excluded)
4. Only 4x4 equipped wreckers will respond to any UPD tow dispatch in the canyons regardless of the time of year.
5. Each tow truck must be registered in the name of the company and/or owner. The address shown on the registration must be the same as the company address listed on the business license.
6. For the rotation, the following must be **permanently** marked on both sides of the truck:
 - a. The Company Name
 - b. City & State
 - c. UDOT Number
7. Each tow truck must have a 2023-2024 red UPD window decal. Tow trucks are not approved to participate in the UPD rotation until the decal has been permanently attached to the tow truck. All decals must be picked up within fourteen (14) days from the date of approval by any approved owner, office staff, or operator. If the decal is not picked up within fourteen (14) days, will result in the company being sanctioned.
8. The decal needs to be placed in the rear window on the driver's side of the vehicle. Removal of previous years' window decals is required, and you can provide them to the UPD Towing Coordinator via U.S. Mail or in person to the UPD Main Office.
9. The company shall submit to any unannounced equipment and tow trucks during normal business hours and must successfully pass said inspection to remain on the rotation.
10. Each tow truck and/or operator is required to have one (1) device that is capable of operating the UPD's application or software system.
11. Using an unauthorized tow truck on a UPD rotation call will result in the company being sanctioned.

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STORAGE & YARD/LOT

- Yards/lots must be following and comply with all state laws and regulations.
- Using an unauthorized yard/lot will result in the company being sanctioned.
- Yards used for rotation purposes must be “State Tax” approved and currently in compliance with all State Tax Commission and Rotation requirements and must remain in compliance for the duration of the 2023-2024 UPD tow rotation. State Tax requirements are the minimum and the State Tax approval is not considered a guarantee that the yard will be approved for the 2023-2024 UPD tow rotation.
- Each yard must have a staffed office as required by R873-22M-17(6). Unstaffed yards are not allowed on the UPD tow rotation. All rotation yards must be State Tax Commission approved. All the yards must have a yard staffed and open for business during normal business hours unless a company can provide evidence of the Central Office Authorization that must be submitted with the 2023-2024 UPD tow rotation application.
- 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.
- The company shall provide owners 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.
- The company is required to release property that is considered “Life Essential”. This can include items essential to sustain life or health including prescription medication(s), schoolbooks, medical equipment, essential clothing (e.g. uniforms, shoes, coats), food, water, child safety seats, and government-issued photo identification. For more information:
<https://rules.utah.gov/publicat/code/r909/r909-019.htm>
- The company that is authorized to maintain multiple storage areas that are served by the Central Office, upon contact by the vehicle or an authorized agent must respond within twenty (20) minutes and by appointment only during normal business hours. The company shall not charge the vehicle owner or authorized agent an additional fee for responding to the yard during normal business hours to release the vehicle, releasing life-essential property, and/or inspecting the condition of the vehicle.
- Each yard must maintain a video surveillance system and each building shall maintain an alarm system.
- Yards that experience frequent problems with theft from or vandalism to, towed, or stored vehicles will result in the company being sanctioned.

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- Vehicles shall not be towed to a yard other than the nearest company-approved yard or transferred from the said yard without prior notification and approval by the UPD Towing Coordinator; with the exception that any vehicle that qualifies for the State Tax Sale (at least thirty (30) days old) may be transferred to another yard for the State Tax Sale without any prior notice to the UPD Towing Coordinator providing that the date of said transfer and the yard transferred is recorded on the original invoice.
- The owner or operator of the vehicle may request that the vehicle be taken to another location which as the request will be honored upon satisfying the company requirements for payment for services as outlined in this agreement.
- If a vehicle is towed to any location other than the tow yard, an agreement must be made between the tow company and the owner or authorized agent on cost.
- The company shall accept payment offered at the yard in cash or by major credit/debit card and shall maintain enough cash on hand to make change of up to fifty-five (55) dollars.
- If any disagreements between the company and owner or authorized agent after the operator has been released from the UPD incident, including damage to the vehicle, cost & payment, etc. will be considered a civil matter.
- 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 the type of property, where it was kept, who is responsible for the property being returned to the owner, and only property not attached to the vehicle, etc.
- The Company shall ensure that the storage yard operator maintains a log of all individuals who have been given access to vehicles for removing personal property. The log must maintain the name, vehicle, date, and receipt number.
- The company shall submit to any unannounced yard and record inspections during normal business hours and must successfully pass said inspections to remain on the UPD tow 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) will result in the company being sanctioned.
- The company must maintain at least one (1) UPD-approved yard within the assigned zone which is applied on the 2023-2024 UPD tow application. Vehicles towed within that zone must be taken to the approved yard within that zone. Companies on the 4X4, heavy-duty, and/or canyons rotation(s) must maintain one yard within Salt Lake County bust and must submit all yards the company operates.

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COMPLAINTS AND PENALTIES

1. The company shall cooperate with the UPD Towing Coordinator in any inquiry regarding allegations(s) of the violation of any part of this agreement
2. The enforcement of certain articles in the agreement occurs primarily as violations are brought to the attention of the UPD Towing Coordinator.
3. The UPD Towing Coordinator shall be the determining authority as to the severity of any violation. After the UPD Towing Coordinator's investigation, he/she may impose sanctions as he/she deems appropriate.
4. The UPD has an obligation to the public regarding the safety of vehicles and contents when towed and stored at the request made by UPD. When circumstances warrant, it will be necessary to immediately suspend a towing company from the rotation and remain on "Investigative Suspension" until the situation can be thoroughly reviewed, making an appropriate and fair decision. An investigative Suspension is **NOT** an appealable process.
5. Suspension or termination from another agency's rotation may result in suspension or termination of the company from the 2023-2024 UPD Tow Rotation.
6. Following an investigation, if the UPD Towing Coordinator deems a sanction is appropriate, the company will be notified by email and U.S Mail.
7. The UPD Towing Coordinator will determine the length of any suspension. This may result in the company being denied participation for any length of time in the current rotation, extended into a proceeding rotation, permanently, or at other times as determined by the UPD Towing Coordinator.
8. The company may appeal the final disposition suspensions and/or termination from the 2023-2024 UPD Tow Rotation in writing to the Captain of the Technical Services Division within fourteen (14) days of the decision.
9. The company, staff, operators, trucks, or yards may be suspended or terminated from the rotation for practices determined by the UPD Towing Coordinator to be unlawful, unreasonable, or otherwise not in the best interest of the public and as outlined in the 2023-2024 UPD Tow Rotation Agreement.
10. A violation of any part of this agreement may be a case for sanctions.
11. the situation can be thoroughly reviewed, making an appropriate and fair decision. An investigative Suspension is **NOT** an appealable process.
12. Suspension or termination from another agency's rotation may result in suspension or termination of the company from the 2023-2024 UPD Tow Rotation.
13. Following an investigation, if the UPD Towing Coordinator deems a sanction is appropriate, the company will be notified by email and U.S Mail.

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14. The UPD Towing Coordinator will determine the length of any suspension. This may result in the company being denied participation for any length of time in the current rotation, extended into a preceding rotation, permanently, or at other times as determined by the UPD Towing Coordinator.
15. The company may appeal the final disposition suspensions and/or termination from the 2023-2024 UPD Tow Rotation in writing to the Captain of the Technical Services Division within fourteen (14) days of the decision.
16. The company, staff, operators, trucks, or yards may be suspended or terminated from the rotation for practices determined by the UPD Towing Coordinator to be unlawful, unreasonable, or otherwise not in the best interest of the public and as outlined in the 2023-2024 UPD Tow Rotation Agreement.
17. A violation of any part of this agreement may be a case for sanctions.
18. Actions that may result in the company being placed on suspension or terminated from the 2023-2024 UPD Tow Rotation include but are not limited to:
 - a. Requesting or demanding a vehicle owner or authorized agent to sign any financial responsibility disclaimer.
 - b. Charging unauthorized fees.
 - c. Holding life-essential personal property “hostage” for payment to the company.
 - d. Expiration of all required documents.
 - e. Failure to maintain complete and accurate records of all UPD-requested towed vehicles.
 - f. Leaving any UPD tow rotation scene cleaning all debris, oils, and all absorbent materials.
 - g. Unprofessionalism of all staff.
 - h. Threats of any kind.
 - i. Operating a tow truck or company in violation of the law.
 - j. Using unauthorized company operators, trucks, or yards on UPD rotation
 - k. Serious operator error.
 - l. Vehicle(s) that are damaged during the towing process.
 - m. Operating unsafe tow trucks.
 - n. Using non-permanent or magnetic signs on the tow trucks.
 - o. Moving a vehicle to another location without prior notification to the UPD Towing Coordinator.
 - p. Moving a yard to another location without prior notification to the UPD Towing Coordinator.
 - q. Operating a yard that does not have an office on-site and is not approved for a Central Office.
 - r. Falsifying information on this agreement and/or application.
 - s. Revocation and/or suspension of driving privileges by the State of Utah.

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FEES

1. \$10.00 Driver Identification Card Fee (Per Driver)
 - a. Payable in cash, check credit/debit card (UPD does not accept American Express) to Unified Police Department. Upon receiving notification of the driver's approval, the driver must respond to the UPD Main Office to pay the fee and obtain their identification card.
 - b. An operator must be present to receive the 2023-2024 identification card and the previous year (2022-2023) the identification card must be given to the UPD Towing Coordinator. If the operator does not have the previous year's identification card, the fee will be additional. \$10.00.
 - c. If the operator needs to replace their identification card at any time during the 2023-2024 UPD Tow Rotation, there will be a \$10.00 fee.
 - d. If the operator is no longer working with the company, it is mandatory for either the company or operator to return the 2023-2024 identification card within fourteen (14) days of their last employment date. If we do not receive it the company will be sanctioned plus a \$10.00 non-return fee.

2. \$25.00 Suspension Reactivation Fee
 - a. Payable in cash, check credit/debit card (UPD does not accept American Express) to Unified Police Department. For every suspension that a company receives once the suspension is completed and/or any corrections to the company's files have been made. The company must pay the fee before reactivation on the Unified Police Department Towing Rotation occurs.
 - b. Upon reactivation from suspension. If the date falls on a Saturday, the company will be reactivated on Friday. If the date falls on a Sunday, the company will be reactivated on Monday.

TOWING COORDINATOR'S CONTACT INFORMATION

- Email: updtow@updsl.org
- Phone Number: (385)-468-9717
- The UPD Main Office Address: 3365 South 900 West – South Salt Lake, UT 84119
- Business Hours: Monday through Friday: 8:00 am to 4:00 pm
- Mailing Address:
 - Unified Police Department-Attention: Towing Coordinator
 - 3365 South 900 West – South Salt Lake, UT 84119

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

Company Owner – Printed Name

Company Owner- Signature

Company Name

Date