

# SHIAWASSEE COUNTY SHERIFF'S OFFICE (SCSO)

## Non-Preference Towing Policy

*EFFECTIVE DATE:*

**Purpose:** This policy is to provide efficient, swift, and economical wrecker service to citizens in Shiawassee County. Included are operational guidelines to provide for the efficient and equitable delivery of qualified and courteous service and to protect the safety of people and property. Violation of any section of this policy may result in the ineligibility of a participating service.

A towing service (referred to as "Service" for purposes of this policy) that is qualified as defined in this policy will be eligible to receive requests for service of "Non-Preference" calls from Shiawassee County Central Dispatch (SCCD). Non-preference towing runs are those requested through SCCD by citizens and/or emergency service providers in which there is no specific Service requested.

The Sheriff or his designee will review Services for the non-preference rotation monthly.

If a Service believes it has met all criteria within this policy to be added to the non-preference rotation list, it shall file a signed and written application. The Sheriff's office will review the application and policy criteria and if all requirements are met, will approve the application.

### Section 1: Liability Insurance & Indemnification

Any service seeking to be qualified for SCSO non-preference towing calls must show that it has the following required insurances and at all times must maintain such insurances:

- A. Workers ' Compensation and Employers ' Liability, in accordance with all applicable statutes of the State of Michigan.
- B. General Liability Coverage, on an occurrence basis.
- C. Vehicle Liability Coverage and Michigan No-Fault Coverage including all owned and leased vehicles.
  1. The General Liability Coverage and Vehicle Liability Coverage shall have limits of liability of not less than \$1,000,000.00 (One Million Dollars) per occurrence and/or aggregate combined single limit Personal Injury, Bodily Injury, and Property Damage. With respect to these coverages, the Service must produce a certificate of insurance identifying SCSO as an "additional insured". Certificates of insurance must be forwarded to SCSO prior to a Service being qualified to take non-preference calls for service.
  2. The certificate(s) of insurance may be requested by the SCSO at any time and will include a 30-day advance notice of cancellation to SCSO.
  3. The certificate(s) of insurance shall cover each "wrecker" and "operator" used by that Service. "Wrecker" refers to each vehicle commercially used by the Service, including those vehicles owned, leased, or borrowed. "Operator" means a wrecker driver, whether an employee, agent, or independent contractor.

4. When a Service obtains a renewal of insurance policy and/or changes insurance carrier(s), the Service shall have its insurance carrier forward to SCSO an original copy of the renewal/new insurance policy.
5. Upon receiving notification from an insurance carrier that coverage is not in effect, the Service shall immediately lose its qualification to receive SCSO non-preference towing calls until such time that the insurance carrier notifies SCSO that the Service is in compliance with insurance requirements. If in a five (5) year time period, SCSO is notified three (3) times that a Service's insurance coverage is not in effect, that Service will lose its qualification to receive SCSO non-preference towing calls for a minimum of six (6) months. After the six (6) month time period has expired, the Service may re-apply to be placed back on the SCSO non-preference call list.
6. By signing the acknowledgement below, the authorized representative of any Service is agreeing that the Service shall indemnify and defend SCSO from any liability arising from the Service's action or inactions or those of its agents, officers and employees. This indemnification responsibility includes all damages, costs or expenses in excess of the amount of insurance coverage required under this Policy. The Service shall provide its carriers a copy of this Policy.

## **Section 2: Service Requirement and Standards**

The following provisions are required by the SCSO for Services requesting placement on the non-preference call list. Failure to comply with all of these requirements may result in the loss of qualification for non-preference towing calls as provided in this policy. The SCSO may establish additional requirements provided the Sheriff approves the additional requirements. A Service shall not conceal or misrepresent any material facts when seeking qualification under this Policy and may be immediately terminated from participating if such concealment or misrepresentation comes to light.

1. **Policy Dissemination.** The SCSO shall provide a copy of the requirements of this Policy for qualification of Non-Preference Services to the representatives of any Service requesting information on qualification standards. This document defines the SCSO standards and service expectations.
2. **Policy Acknowledgment.** Prior to qualification, the Service representative shall sign and date the form indicating he/she has read the requirements, understands them, and the Service is willing to adhere to the requirements. The original signed form shall be maintained at SCSO.
3. **No Guarantee.** Nothing in this Policy shall be interpreted as guaranteeing to participating Services a particular number of runs or a number of runs that is comparable to other participants, since there may be regular instances in which Services are utilized out of the routine rotation (e.g., safety of public may require officer to request closest available Service to respond).
4. **Legal Compliance.** All qualified Services taking non-preference calls from SCSO shall be in compliance with all rules and regulations as prescribed by ordinances, zoning requirements, and state laws pertaining to this type of business.
5. **Time of Operation and Timeliness of Service.**
  - A. Qualified Services shall provide 24-hour, seven-days-a-week service, having at least one (1) tow vehicle available.

- B. Services responding to SCSO non-preference runs will be expected to give priority to SCSO non-preference runs and to respond to sites of service in a reasonable amount of time.
- C. Response time to calls dispatched by SCCD shall be reasonable and as currently determined by the SCSO to be twenty-five (25) minutes or less from the time of Service dispatch to arrival at the requested site or scene. It will be the responsibility of the contacted Service to inform Central Dispatch if they cannot make it to the dispatched location within twenty-five (25) minutes, and to inform dispatch of what their estimated time of arrival would be. If the estimated time of arrival is more than twenty-five (25) minutes, dispatch will advise the officer requesting the no preference wrecker of how long it will take, and the officer will make the final determination whether that Service will respond or another Service needs to be contacted. In times of extenuating conditions (i.e., severe weather , snow, etc.), the SCSO recognizes that the Service may take longer than the allotted time of twenty-five (25) minutes to arrive at the dispatched location. Multiple violations reported to the SCSO may lead to suspension from the non-preference towing rotation. This requirement does not imply that any Service may violate any Local Ordinance or State Law in order to arrive within the twenty-five (25) minute response time.
- D. The Service shall answer on the first call for service request or it will be considered not available for an SCSO non-preference call. Occurrences of unavailability may result in suspension. Not available will count as a non-preference call.
- E. The Service shall maintain an effective means of communication with their trucks and drivers at all times.
- F. **Cancelled Calls.** If the Service contacted is cancelled (disregarded) prior to arriving on scene, the Service will be placed at the top of the non-preference rotation. If the Service contacted is cancelled (disregarded) prior to the Service arriving on scene or service being provided (i.e. hooking up the vehicle), neither the agency that requested the Service nor the vehicle owner/operator shall be obligated to compensate the Service.

6. **Geographic Location of Office and Storage Facility.**

- A. The Service shall maintain an office and secure vehicle storage area physically located in the designated service zone to be served, and all necessary equipment should be located within the service zone. Exceptions may be made based on specialized equipment needs as dictated by emergency conditions.
- B. Location of Services shall be determined as the location of the office of such Services during normal daytime hours, not the location of driver/equipment after normal working hours. Normal working hours shall be determined as 8:00 a.m. to 5:00 p.m. An on-site attendant must be available during normal working hours.
- C. Each Service must have its own vehicle storage facility and will provide the SCSO with the exact location of its storage facility. The storage facility shall include a method of secure enclosure (i.e., indoor storage, gated and fenced facility), which complies with local and state laws, ordinances and zoning requirements and must be approved by the Sheriff or his designee. The vehicle storage facility shall be locked when the business is unattended.

- D. The storage facility will be inspected initially to ensure the requirements on the application have been met. Should the storage facility not meet these requirements, the Service will be notified of any deficiencies. Any additional inspection of the storage facility to ensure requirements are met will be subject to a \$50 fee. The storage facility may be subject to random inspections by members of the SCSO.
- E. Upon a Service being contacted by a customer or anyone that has an interest with a vehicle at the Service's impound lot, the Service must respond to the lot within 20 minutes during normal business hours. No additional fees will be charged to the customer if responding during normal working hours. Multiple violations of this provision that are reported to the SCSO may lead to the Service's suspension from the non-preference towing rotation.
- F. Each Service's office and storage facility shall be clearly marked with signs that include: the name of the business, regular business hours, and the business telephone number (including weekend and after hours telephone numbers if applicable).
- G. The Service shall comply with all applicable provisions of MCL 257 .252 a-g as it applies to abandoned vehicles.
- H. Each Service shall have its own telephone number and be answered only as the Service indicated.

## **7. Services Provided & Rates.**

- A. The Service shall tow all vehicles to the location directed by the motorist or to the Service's storage facility under normal weather conditions. An additional hook up fee will not be charged due to inclement weather or if the Service made a decision to not tow the vehicle to the owner's requested destination at the original time of call.
- B. No assigning or subletting of responsibilities and duties to another Service or Operator will be allowed.
- C. The Service shall remove all glass, debris, and other injurious substances from the scene, providing it is not hazardous material, pursuant to law. If the scene is not cleaned of debris satisfactorily to the officer on scene, the Service will return to complete the cleanup at no additional charge.
- D. The Service shall not remove a wrecked vehicle from the scene of an accident without authorization by a law enforcement officer.
- E. Each Service must assess customer charges according to towing industry standards. Any additional fees shall be justified and will not significantly exceed the total amount typically charged for such services by other Services. This provision is not designed to interfere with the business operations of the Services, but merely to ensure that vulnerable motorists are not victimized. There shall be no fee associated with SCCD or the SCSO. Failure to comply with this requirement may result in the Service's termination from participation on the non-preference rotation list. The SCSO must be notified in writing of any midyear changes to pricing.

- F. The Service shall not assess a lien against or hold personal property, except the towed vehicle. Unattached personal property contained within the towed vehicle shall not be held in lieu of payment of towing or storage charges/fees.
- G. Services called are the Services that are expected to arrive at the site or scene. Activities such as “run jumping” and sending affiliated services in place of the Service called for are prohibited. The monitoring of police/ambulance service radio frequencies for the purpose of response to the scene of any mishap, without specifically being requested, is also prohibited.
- H. The Service shall abide by all laws when responding to and towing vehicles as requested. This includes all equipment and traffic laws.
- I. SCSO and law enforcement agencies shall not be held responsible for any liabilities incurred while a Service is providing service at a scene the Service is dispatched to by SCCD. The Service agrees it is not acting as, nor will it represent itself as, an agent of SCCD or any law enforcement agencies while performing services.

#### **8. Wreckers & Equipment.**

- A. Each Service must maintain on file at SCSO an accurate list of all wreckers, including a current copy of its Michigan registration, CVED #, cab card and related equipment that will be used to provide services hereunder. The Service shall ensure that the list is current, and shall notify SCSO when there are any additions or deletions to the list.
- B. The Service agrees to mechanically maintain its company trucks and clearly mark each with the name, address, and telephone number of the business. The trucks/wreckers shall not bear markings that suggest they are police vehicles.

#### **9. Wrecker Operators.**

- A. Services shall verify that drivers and equipment to be utilized for SCCD requests are qualified under the provisions of the Motor Carrier Safety Act , 1963 PA 181, and the Michigan Vehicle Code, 1949 PA 300 as amended .
- B. All operators shall exhibit professional and courteous service to the public, public officials, and emergency services personnel. Under no circumstances will profanity, obscene gestures, threats or other inappropriate behavior be tolerated. Behavior by an operator deemed as inappropriate will result in termination of the Service from participation on the non-preference rotation list.
- C. Fraudulent, deceptive or unethical business practices of Services and/or wrecker operators will result in termination if the Service from participation on the non-preference rotation list.
- D. In October of each year, Services and agencies are required to provide the SCSO with a list of the names of their drivers and copies of their current drivers' licenses; when drivers are added during the year, the Service will notify SCSO. The Sheriff reserves the right to disqualify any wrecker operator from providing services under this Policy.

### **Section 3: Non-Preference Tow Calls for Service.**

Requests for Service shall be dispatched according to the following:

1. Customer preferred service whenever readily available and when public safety is not a concern.
2. Shiawassee County is divided into service areas for the purpose of non-preference towing calls.
  - A. The service areas will be determined by the SCSO or at the Sheriff's discretion. Criteria for the service areas will be based upon geographical locations, access to areas, and number of Services, and practicality to serve in those areas.
  - B. Service areas will be reviewed on an annual basis at a minimum and changes will be made to reflect the most effective service to the general public and local, county, and state law enforcement agencies. These areas are subject to change at the discretion of the Sheriff at any time; and if a designated area becomes overloaded with services, the Sheriff may adjust the service areas/boundaries.

### **Section 4: Loss of Qualifications and Calls for Service.**

1. A violation of any section of this policy may result in the loss of the qualification of any Service participating in the SCSO non-preference towing policy. Loss of qualification may or may not be permanent.
  - A. SCCD, Law Enforcement, and Emergency Service Personnel shall report to their immediate supervisor the Service or individual who violated this policy. The supervisor shall then make a report of the incident in writing to the Sheriff or his designee. Information provided in the report shall include: date, time, location, and a description of the circumstances.
  - B. If for some reason, there is not a law enforcement officer on scene and the customer and/or Service wants to file a complaint, they should contact the Sheriff or his designee. If a fire department requests a non-preference Service, without an officer present, and the customer and/or Service wants to file a complaint, they should contact the Chief or Assistant Chief of that fire department.
  - C. Verbal and written complaints submitted regarding a Service shall be investigated by the Sheriff or his designee. Such investigation will not interfere with any criminal investigation arising from the same conduct. The Service shall cooperate with the Sheriff or his designee in the course of the investigation and shall make relevant records available for inspection and copying.
  - D. The Sheriff will not accept complaints filed by participating Services against other Services when an officer is on the scene. The officer will make the determination whether a complaint should be filed, and the officer may file a complaint to the Sheriff or his designee. If a Service has a complaint against another Service in reference to violating operational procedures as set forth in this policy, the Service shall send a written complaint to the Sheriff or his designee to investigate.
  - E. Letters of warning may be sent to a Service from the Sheriff or his designee for infractions of this policy. Two (2) letters of minor warnings in one (1) year may result in termination.

2. If as a result of infractions there is a potential for loss of qualification, the designee will report the outcome of the investigation to the Sheriff. The Sheriff or his designee may request and/or recommend further investigation to be conducted by the SCSO.
  - A. If the recommendation brought forth by the designee is approved by the Sheriff, the Sheriff shall send a notice of this action to the offending Service. Any terminations shall be due to documented complaints by participating law enforcement agency personnel and customers which reveals the Service is in direct violation of this Policy.
3. If a Service cancels its insurance coverage or has its insurance cancelled, the loss of qualification will be immediate upon confirmation of the cancellation, and the Service shall not be entitled to a pre-termination hearing. The Service will be notified and may appeal to the Sheriff or his designee.
4. Requests to be reinstated will be considered by the Sheriff, and his decision will be final.

#### **Section 5: Criminal Investigations.**

Criminal cases may involve investigations requiring confidentiality or having special needs. A police agency may deviate from the requirements outlined in this policy during the course of these investigations.

#### **Section 6: Exception/Revision Responsibility.**

1. SCCD reserves the right to deviate from this Policy when in its sole discretion, unusual circumstances warrant it.
2. A Shiawassee County Law Enforcement Officer may deviate from this policy for criminal investigation purposes, unusual circumstances and safety concerns..
3. Responsibility for the continued review and revision of this policy lies with the Sheriff or his designee.
4. The Sheriff reserves the right to change this policy at any time, with or without notice.

#### **Section 7: Acceptance of Requirements.**

I have received, read, and understand the SCSO Non-Preference Towing Policy. I attest that I have the authority for the Service I represent to agree to this Policy and on its behalf, I agree that it will adhere to the above listed requirements and those listed in the SCSO Non-Preference Towing Policy. Failure to comply with any of these requirements may result in our Service's loss of qualification for SCSO Non-Preference towing calls. I further understand the SCSO Non-Preference Towing Policy is designed to distribute non-preference calls for Service as equitably as possible. SCCD will make every effort to do so through this policy; however there is no guarantee to Services who are qualified and participating in the non-preference towing policy of any specific number of runs.

Company: \_\_\_\_\_

Business Address: \_\_\_\_\_

Impound Lot Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_