

# *Tow Manual*

## **OCSO Policies & Procedures for Police Towing Companies Law Enforcement Tows**

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*Revised 2024*

### **SECTION I: PROGRAM INTRODUCTION**

The purpose of this manual is to articulate the guidelines and performance standards expected of towing companies engaged in towing for the Orange County Sheriff's Office. The goals of these standards are to safeguard against fraud and similar abuses; minimize traffic congestion and hazards; and to provide uniform policies for all participants ensuring efficient operations for both the Sheriff's Office and the towing companies.

Companies providing licensed, police initiated towing are an extension of the Sheriff's Office so the facilities, conduct and services should reflect the highest levels of ethics and professionalism. Companies reflecting poorly on the Sheriff's Office may be removed or excluded from the program.

*Participation in the Orange County Sheriff's Office Towing Program is voluntary.*

Towing companies agree to comply with the policies within this manual in order to provide wrecker services for the Orange County Sheriff's Office. In addition to supplementing the contract between the wrecker companies and the Sheriff's Office, this manual will serve as a standard operating policy for the program. Issues not addressed within this manual or by law will be handled on a case-by-case basis.

Towing and recovery tasks include the removal of motor vehicles abandoned, illegally parked, disabled, damaged by collision or subject to impoundment for police investigation or forfeiture. The removal of large and heavy objects such as boats, aircraft or other property may also occasionally be necessary.

The Quality Assurance Department is the unit within the Sheriff's Office which will monitor and liaison between Wrecker Companies, individuals whose vehicles are towed and members of the Orange County Sheriff's Office. They can be contacted at:

**Quality Assurance  
Accreditation Manager John Farrell  
2500 W. Colonial Drive  
Orlando, FL 32804  
Email: John.Farrell@ocfl.net**

The Criminal Investigation Department, Lieutenant over General Assignment, or their designee, are responsible for the daily management of the Sheriff's law enforcement towing program (excludes Fleet Tows). All billing, complaints or inquiries concerning law enforcement towing operations, policies or personnel will be directed to this section. They can be contacted at:

**Criminal Investigation Department  
Lieutenant over General Assignment  
Administrative Assistant  
2500 W. Colonial Drive  
Orlando, FL 32804  
Phone: (407) 254-7142**

## **SECTION II: DEFINITIONS**

For the purposes of this document, the following words have the meanings indicated below.

1. **Accident Tows** – Vehicles that are towed as a result of a collision or accident, and the vehicle owner or operator specifies a tow destination in advance to the officer on the scene.
2. **Debris** - Vehicle components, cargo, fluid, and absorbent materials resulting from a crash or related towing operation for a towed item.
3. **Dispatch System** – System used by the Sheriff’s Office to facilitate electronic dispatching of tow requests to tow companies.
4. **Evidence**- Vehicles or items that are used to commit or facilitate crimes or which are believed to prove the existence of a fact or the truth of a statement.
5. **Forensic Tows** - Those situations where the Contractor is requested to tow a vehicle or transport other evidence either to a Sheriff’s facility or the Contractor’s facility for forensic processing or safekeeping.
6. **General Outside Storage** - That area of measurable footage (space) that is 9 feet by 20 feet in a fenced lot capable of housing a vehicle, and in which a person walking on foot may easily walk unobstructed around the entire vehicle.
7. **Hold** Vehicles that may not be released from the Contractor’s custody without the prior authorization of the Sheriff or his designee. Said notification can be made through the TMS system. The Sheriff’s Office will determine how Holds will be placed and released on vehicles or other items held by a Contractor, including the use of third party software.
8. **Innocent Owner** - "Innocent Owner" shall be those tows where the owner or other person authorized to possess the vehicle was not the perpetrator of a crime or civil infraction.
9. **Licensing** – All companies providing services in accordance with this agreement shall ensure that their business, drivers and vehicles are properly licensed in accordance with local, state and federal laws.
10. **Sheriff’s Office** – The Orange County Sheriff’s Office (OCSO).
11. **Space Allotment** - is the number of spaces per type of vehicle as follows:
  - a. One (1) space - motorcycles, passenger cars, trucks, and trailers up to one (1) ton.
  - b. Two (2) spaces - trucks and trailers from one (1) to two (2) tons.
  - c. Four (4) spaces - trucks and trailers over two (2) tons.

12. **Specialized Inside Storage** - That area of measurable footage (space) that is 12.5 feet by 15 feet inside a building capable of housing a vehicle or other evidence, and in which a person on foot may easily walk unobstructed around the entire vehicle.
13. **Storage** - The time during which a vehicle or evidence is stored at the Contractor's storage facility.
14. **Storage Facility** – A secure location used for the storage of towed vehicles or evidence at the request of the Sheriff's Office.
15. **Tow** - The removal, by a tow truck, wrecker or car carrier, of a vehicle, vessel or other evidence from private or public property to a storage facility or other location pursuant to the terms of this agreement. Included in this action are all support activities which enable the Contractor to remove, transport, and store any vehicle or evidence including but not limited to servicing roll overs, or submerged vehicles, winching, dropping (releasing) drive shafts, unlocking doors, removing bumpers, airing up brakes, providing airbags and waiting time.
16. **Tow Company** - A person owning, operating, or conducting the business of towing disabled, abandoned, recovered vehicles or other items described herein, at the request of the Sheriff's Office. Sometimes referred to as the "CONTRACTOR".
17. **Tow Management Company** – A company contracted by the OCSO to provide assistance with the management of the tow program and software to support electronic dispatching of tow requests and impound vehicle management. The Tow Management Company will often be designated to perform functions by the OCSO on behalf of the OCSO. Currently the Tow Management Company is Autura.
18. **Tow Management System** – Third party System used by the Sheriff's Office to track towed vehicle/item's information and to document its status; also sometimes referred to as (TMS).
19. **Towed Property** - Items for which a wrecker is needed to remove and transport any item which has evidentiary value or which creates a hazard if left in place.
20. **Towed Vehicle** - A vehicle that has been damaged or rendered inoperable as a result of a collision or accident; an abandoned/disabled vehicle that obstructs the free flow of traffic; a recovered stolen vehicle; or a vehicle impounded by the police.
21. **Tow Truck** - A vehicle validly registered and insured with the State of Florida designed for the towing and transportation of vehicles or other items.
22. **Tow Truck Driver** - Any properly licensed and insured person who drives a tow truck and other equipment used in the towing of vehicles at the request of the Sheriff's Office.
23. **Vehicle** - Includes but is not limited to every device that may transport persons or property, including but not limited to automobiles, trucks, boats, vessels, trailers, motorcycles, motor scooters, semi-tractors, semi-trailers, cargo trailers, tool boxes, heavy equipment, and/or other items requiring to be towed.

24. **Unclaimed Vehicle** - Vehicles or vessels recovered, removed or stored by a person or business regularly engaged in the business of transporting vehicles or vessels by wrecker, tow truck or car carrier upon instruction of any law enforcement officer, which vehicles or vessels remain unclaimed or for which charges remain unpaid. (s. 713.78, F.S.).
25. **Winching** - The relocation or movement of a towed vehicle back onto the roadway that cannot otherwise be accessed directly by a tow truck or as required to right an overturned vehicle. It does not include the movement of a towed vehicle onto a tilt bed transport or minor (<15ft) repositioning to provide better access.
26. **Zone/Area Wrecker Tows** - Those companies assigned to a specific Zone/Area which provide a full range of law enforcement related tows and storage. The terms Zone and Area as referenced in the Tow Manual are synonymous and interchangeable.

### **SECTION III: LICENSING REQUIREMENTS**

1. **Regulations** - The towing company shall comply with all applicable federal, state, and local laws, statutes, and regulations as well as the rules and procedures promulgated by the Florida Department of Highway Safety and Motor Vehicles and the Sheriff's Office in this manual.
2. **Trucks** - The towing company shall possess properly licensed tow trucks, Federal Motor Carrier Safety (FMCSA) compliant, capable of performing normal towing operations and equipped with all necessary towing gear and safety apparatus.
3. **Marking** - Each tow truck shall have permanently affixed on both sides of each vehicle, the name of the company in numbers/letters at least 3" in height and the address and telephone number of the company at least 1 inch high.
4. **Changes** - The towing company shall report, in writing or by email, any changes to the information provided by them relating to licensing or ownership within three (3) regular business days to both AR and the Sheriff's Office.
5. **Telephones** - A towing company shall answer the telephone number listed in the TMS 24 hours a day, seven (7) days a week.
6. **Fax Machine** - Each tow company must maintain a facsimile machine that will automatically receive faxes. The towing company may also substitute an email address that is capable of sending & receiving scanned PDF documents.
7. **Meetings** - Attendance at any meetings scheduled by the request of the Sheriff's Office shall be mandatory for the Contractor or his designee. Failure to attend will not excuse the towing company from being aware of, or being held accountable for, any information or policies presented.
8. **Discrimination** - In performing services hereunder, Contractor shall not discriminate against any person based on race, color, religion, gender, sexual orientation, gender identity, ethnicity, age, disability, handicap or national origin.

## SECTION IV: EQUIPMENT REQUIREMENTS

### 1. Administrative Needs to Operate TMS

- a. Tow company will be expected to maintain, at its place of business, a computer capable of running the TMS
  - 1) Currently supported Microsoft Windows operating system version 10 or higher
  - 2) Apple OS X or later
- b. The computer must have one of the following industry standard browsers installed:
  - 1) Microsoft EDGE – latest released version
  - 2) Mozilla Firefox - latest released version
  - 3) Google Chrome latest released
- c. Tow Companies are required to furnish and maintain their own computer and required equipment at their own expense.
- d. Access to the TMS will be provided to the Tow Company at no cost to the operator. This access shall remain active only during the term of any Tow Agreement.
- e. The TMS provider will provide training and assist with implementation of the required technology. The Sheriff reserves the right to audit compliance with technology requirements, and to make changes in the type of technology used to facilitate Sheriff's needs. Changes may be subject to negotiations for appropriate adjustments in the Tow Agreements. The anticipated technology to be utilized is as follows :
  - i. The Tow Company's employees (tow truck drivers and, in some cases, dispatchers) will be required to receive, acknowledge, and maintain the current status of tow requests using wireless, mobile, smartphones (Mobile Device). Smartphone Devices and communications carriers must conform to the specifications set forth by the TMS provider.
  - ii. Each Smartphone used to receive and perform services under the Tow Agreement must be individually assigned to each tow truck operator and/or driver. Each operator and /or driver must be registered to the phone in the mobile app and identified by their first and last name as shown on their Florida issued driver's license identification card. The use of nicknames, numbers, or identifiers other than the tow truck operators and/or driver's first and last name is strictly prohibited and will not be accepted or allowed. The use of any other identifier shall be considered a violation of the Tow Agreement. The use, possession, or carrying of multiple devices used for OCSO tow dispatches is a violation of the Tow Agreement and Manual. Drivers providing services under this agreement shall remain connected to the app during work hours.
  - iii. The Tow Company's employees (dispatchers) will be provided access to TMS for the purposes of viewing tow request information and, in some cases, managing the assignment and status of the tow requests.
  - iv. The Tow Company's employees (customer service and impound personnel ) will be required to utilize the TMS as prescribed by the Sheriff to record activity for other Services, including but not limited to the tracking of impounded vehicles, fees paid for towing and storage, disposal sale prices, identification of the purchaser or who the vehicle was released to.

- v. The driver must maintain possession of their logged on device through the duration of work shift. Handing off a device to another driver while logged on is not permitted and shall constitute a violation and subject to administrative action.
  - vi. Communications Methods and Equipment:
    1. Tow companies shall maintain a telephone line to be used for communication between itself, the Sheriff, or his designee.
    2. Tow companies are required to furnish and maintain their own Smartphone devices at their own expense.
    3. Tow companies are required to maintain and provide the Sheriff, or his designee with a working email.
    4. Tow companies are required to use phone communication as a first step in notifying the Sheriff or his designee of any issues arising from day-to-day contractual obligations. Email is an acceptable means of communication for other routine or follow-up matters with the Sheriff or designee.
2. The Sheriff or his designee may use email in addition to or in place of standard mail delivery for correspondence with Tow Company to include official notices, violation notifications, and any disciplinary actions issued by the Sheriff. Tow companies will acknowledge receipt of Sheriff's Office emails within one (1) business day.
  3. Each company shall have a fax machine which is available for use twenty-four (24) hours a day.
  4. **Notification** - Towing companies operating under a contract with the Orange County Sheriff's Office, must provide a list of all equipment, including any specialized equipment, at the request of the Sheriff. Dispatching of specialized equipment and resources will be based upon the equipment needed and the proximity of the equipment to the incident scene. The Contractor will maintain and provide a "Truck Detail Report" that lists all trucks used by a tow service provider. This report shall contain the truck description and other relevant information related to the truck such as the date of insurance expiration, last state inspections, last OCSO inspection, etc.
  5. **Required Equipment** – The following equipment must be in proper working condition and carried or mounted on every tow truck. Towing vehicles may be equipped with any additional equipment deemed necessary by the towing company provided it is in working condition and its use or possession is not in violation of any law or regulation.
    - a. Throughout the term of this Agreement, the Contractor shall own, or lease, and have immediate access to, a number of wreckers/tow trucks sufficient to provide the services called for by this Agreement. The Contractor shall provide the minimum number of wreckers as further described in ATTACHMENT B to this agreement.
    - b. The wreckers/ tow trucks shall be of a recognized commercial make and shall have a wrecker winch (chassis) capacity and truck towing capacity suitable for the removal and transportation of the various types of motor vehicles contemplated by this Agreement without damage to said vehicles and without undue interference with the flow of traffic.

- c. Tow trucks shall carry, at a minimum, the equipment specified in **ATTACHMENT D** to this agreement.

## 6. Inspections

- a. The Sheriff's Office or their designee may conduct inspections of all tow trucks and equipment as part of this agreement, including but not limited to, when new vehicles are added to a company's fleet, or in response to a complaint.
- b. The Sheriff's Office or their designee will attempt to give 24hrs notice of routine inspections but may conduct equipment compliance checks at any time a tow truck is requested for a tow. Trucks with inoperable or missing required equipment may be dismissed from the tow call.
- c. The tow company must facilitate a scheduled inspection unless notification is made in advance to the Sheriff's Office and the Sheriff agrees to the rescheduling.
- d. In addition to components specific to towing vehicles and equipment listed above, towing vehicles must remain compliant with applicable state and federal regulations.

## SECTION V: TOW TRUCK DRIVERS

### 1. Minimum Requirements – all Tow Truck Drivers must:

- a. Possess a valid driver's license for the class of towing vehicle operated and be medically qualified under state and federal law.
- b. Be at least 18 years old.
- c. Render prompt, courteous, competent, and economical service whenever summoned by the Sheriff. Not have documented complaints of abusive or offensive language when dealing with the public or police.
- d. Use reasonable care to avoid endangering members of the public in performing services hereunder.
- e. Ensure all drivers responding to the Sheriff's calls are appropriately neat, clean, and professional and wearing standard uniforms that contain the name of the company and of the driver.
- f. Ensure Contractor's employees who are present during towing functions wear exterior clothing that is made of high visibility reflective safety fabric in accordance with ANSI standards in Class 3 orange or lime color.
- g. Within the three (3) year period prior to the date of hire, has not been convicted or

entered a plea of guilty or *nolo contendere* to a felony or have a frequent history of misdemeanor offenses.

- h. Not be a frequent violator of motor vehicle laws defined as more than two moving violations in the previous 12 months period.
- i. All drivers performing services hereunder shall be employees of the Wrecker Company. The Contractor will provide the Sheriff with updated and current lists of all drivers providing services hereunder in a manner that is approved by the Sheriff.
- j. Not have a history of drug or alcohol abuse.
- k. Not be a registered sex offender.
- l. The Sheriff maintains the right to conduct criminal background checks on all of Contractor's Officers, Owners, Managers, employees and drivers. The Sheriff shall also have the right to conduct driving history checks on all persons who operate motor vehicles in providing services under this agreement.
- m. Contractor shall ensure that all driver's information including name, date of birth, driver's license number, driver ID. is maintained by it and available for inspection. The information will be provided to the Sheriff in whatever format the Sheriff reasonably requests, including but not limited to the TMS system.

## 2. **Driver Files**

- a. All towing companies will maintain a file for all employees engaged in towing operations in conformance with the law and this agreement.
- b. The towing company will:
  - 1. Review their driver's driving licenses on at least a yearly basis to ensure that they are properly licensed and provide copies of each driver's license to OCSO upon request.
  - 2. The tow truck driver for a towing company shall possess the required medical documentation. Copies of all documentation will be retained in the driver's file.
- c. Each tow truck driver employed by a towing company must notify the towing company of any past criminal or motor vehicle law violations. The Sheriff's Office must be notified within 24 hours of any new violations and a violation list must be retained in the driver's file.
- d. The tow company shall provide a list of all individuals providing services hereunder; along with their dates of birth and driver's license numbers to the Auto Theft Unit, Investigative Analyst, Lily Schaben, (321) 666-0450, lily.schaben@ocsofl.com. The

Sheriff reserves the right to prohibit any of the above listed individuals from providing services hereunder at the sole discretion of the Sheriff. The Contractor shall advise the Auto Theft Unit (contact information hereinabove), within twenty-four (24) hours, of the name, date of birth and driver's license number of any person added to its staff.

3. **Driving Record**

- a. A towing company must conduct an annual review of the driving record for all tow truck drivers. Copies of driving records may be obtained from the Motor Vehicle Administration and these annual copies must be kept in the driver's file.
- b. Each tow truck driver employed by a towing company must notify the towing company of any past criminal or motor vehicle law violations. The Sheriff's Office must be notified within 24 hours of any new violations and a violation list must be retained in the driver's file. The format for listing violations must comply with FMCSR (49 CFR Part 391.27).

4. **Inspection of File**

- a. The file containing all tow truck driver qualifications, violations and training documentation must be available for inspection by the Sheriff's Office or their designee during periods when the Contractor's business is open.

## **SECTION VI: OPERATIONS AND STORAGE**

1. **Hours of Operation**

- a. The Contractor's storage facility must be open for the purpose of releasing vehicles on any day that the Contractor who towed such vehicle or vessel is open for towing purposes, from 8:00 a.m. to 6:00 p.m., and, when closed, shall have prominently posted a sign indicating a telephone number where the operator of the site can be reached at all times. Upon receipt of a telephoned request to open the site to redeem a vehicle or vessel, the operator shall return to the site within one (1) hour.
- b. All fees and hours of operation shall be prominently posted at the Contractor's office where it can be plainly seen by the public.
- c. Zone Tow Operators shall be operational and available to respond to OCSO calls for service 24 hours a day, (7) seven days a week, with sufficient qualified, licensed, and trained personnel to respond to towing requests from the Sheriff's Office with the appropriate tow truck.
- d. When a vehicle or other property has been towed or removed pursuant to this agreement, it must be released to its owner or custodian, during the days and hours listed herein, within one (1) hour after requested. Any vehicle or vessel owner or agent shall have the right to inspect the vehicle or vessel before accepting its return, and no release or waiver of any kind which would release the Contractor or his employees or agents from liability for damages noted by the owner or other legally authorized person at the time of the redemption may be required from any vehicle or vessel owner, custodian, or agent as a condition of release of the vehicle or vessel to its owner. There

shall be no charge to owner or custodian if Contractor must use a wrecker to move the vehicle from the impound area to an area where the Owner or custodian can recover the vehicle.

- e. Storage fees incurred by either the OCSO or a citizen due to the failure of the Tow Company to properly input the data required by TMS and this agreement, shall result in forfeiture of the Contractor's storage fees.

## 2. **Zone Tow Areas**

- a. The Sheriff's Office will divide the County into one or more geographically specific tow areas to aid in maintaining a reasonable response time in accordance with this Section.
- b. If the Sheriff's Office determines that the number of towing companies assigned to a tow area is detrimental to public safety or the department's efficiency, they may adjust the number of companies in that tow area.
- c. Zone Tow Companies will provide services outside of their designated area when the Sheriff or his designee has determined that there are exigent circumstances that justify the requested assistance. This may include situations where a vehicle is located outside the jurisdictional limits of Orange County. Zone Tow Companies shall receive mileage (as detailed in **ATTACHMENT A**) beginning from the point at which they exit their Area or from the point at which they exit Orange County.

## 3. **Zone Wreckers Storage Facilities**

- a. The Contractor shall maintain inside storage and outside storage facilities within Area \_\_\_\_\_ listed in **ATTACHMENT E**; their assigned tow area. The storage facility must be located within Orange County and comply with all applicable building and zoning regulations and shall provide proof of compliance as part of the sealed bid.
- b. All General Outside Storage spaces must be completely fenced and locked, using chain-link type fencing that is at least six (6) feet high and each post properly secured in a concrete base or a solid wall enclosure.
- c. The Contractor will illuminate the storage facility with lighting of sufficient intensity to reveal persons and vehicles at a distance of at least 150 feet during nighttime.
- d. The wrecker operator will use one or more of the following security methods to discourage theft of vehicles, vessels or of any personal property contained in such vehicles or vessels or other evidence stored in the wrecker operator's storage facility:
  - i. A night dispatcher or watchman remains on duty at the storage facility from sunset to sunrise;
  - ii. Security cameras or other similar surveillance devices monitor the storage facility; or
  - iii. A security guard service examines the storage facility at least once each hour from sunset to sunrise.

- e. Visible signage from the public right of way will clearly indicate the name and phone number of the towing service.
- f. Outside storage, spaces shall be sufficiently large to allow a person to reasonably walk around the vehicle in an unobstructed manner. If requested by an OCSO employee, a vehicle will be moved by the Contractor, at no cost to the Sheriff, to permit access to the vehicle.
- g. All fences and locks shall be maintained in proper repair throughout the term of this Agreement. Any damage to such enclosures shall be repaired within twenty-four (24) hours to ensure proper protection for stored vehicles. Contractor will secure the facility by other means until repairs are made.
- h. The Sheriff reserves the right to inspect the Contractor's facilities, tow vehicles, logs or any other documentation required by or generated as a result of this agreement at any time to ensure compliance with this agreement and state and local law. This right of inspection shall continue throughout the term of the Agreement.
- i. The Contractor shall maintain storage garage and outside storage facilities within **Area \_\_\_\_** listed in **ATTACHMENT E**, located within Orange County that comply with all applicable building and zoning regulations and shall provide proof of compliance as part of the sealed bid.
- j. The Contractor shall maintain a minimum of one hundred and fifty (150) General Outside Storage spaces (consisting of at least 27,000 square feet) contiguous to his/her base of operations.
- k. The Contractor shall maintain a minimum of two (2) specialized inside storage spaces that are each at least 12.5 feet by 15 feet for a combined space consisting of at least 400 square feet of fully enclosed inside storage space, contiguous to the Contractor's base of operations. These dust-free, dark isolation spaces are necessary for preserving evidence that may be unusually susceptible to destruction or contamination. When utilizing an inside storage space, the Contractor shall house a vehicle stored at the Sheriff's request so a person may reasonably walk the vehicle with its doors fully open in an unobstructed manner. These spaces must be kept in clean condition and must meet the following requirements:
  - 1. No leaks of light.
  - 2. A solid concrete floor.
  - 3. A minimum height of ten (10) feet.
  - 4. Four (4) electrical outlets.
  - 5. An entranceway large enough to accommodate a small step van.
  - 6. Adequate ventilation/exhaust fan for the extraction of chemical fumes.
  - 7. Adequate area lighting.
  - 8. Adequate running water.
  - 9. Two (2) commercial grade drop lights with an extension cord retraction device of at least fifty (50) feet of cord.
  - 10. No animals (e.g., guard dogs).

11. Locked and secured at all times. The Contractor shall repair any damage to the facility within twenty-four (24) hours to ensure proper protection for stored vehicles.

12. Locks and/or other security measures, including but not limited to barred windows or doors that are in good working order.

- l. The Contractor shall provide access to a working box fan with adequate electrical outlet availability to OCSO employees processing or inspecting vehicles within inside storage.
- m. Contractor shall store any vehicle that is no older than five (5) model years, or is of vintage quality, in a location contiguous to the Contractor's base of operations.
- n. The initial seventy-two (72) hours of storage shall not include any period of time during which the vehicle or evidence is not located at or is removed from the Wrecker's storage facility for any purpose. The initial seventy-two (72) hours of storage will be adjusted by the number of hours the vehicle or evidence is removed. The Contractor shall note in the TMS the time the vehicle or evidence was clocked out and returned if applicable.

#### 4. **Dispatch Procedure**

- a. The OCSO will determine the dispatch methodology to be used. This could include using a "closest-to" methodology, rotational methodology, some hybrid model in an automated fashion and or manual methods in some situations (e.g. Heavy tows). The methodology used could vary by area, tow type, equipment needed or other factors determined by the OCSO.
- b. Sheriff's Office personnel will make reasonable attempts to relay all relevant information regarding the tow request to the tow company via the TMS. Using the information given, a towing company is expected to dispatch the appropriate equipment.
- c. Questions regarding a specific tow (e.g. location clarification) may be addressed through the Tow Management Company for assistance.
- d. Should the dispatched tow company fail to respond with appropriate personnel or equipment when provided the necessary information, the company may be dismissed from the scene and will not be reimbursed for the response.
- e. Discretion will be afforded to the dispatched tow company if the situation involves complex procedures or unknown situations. During the resolution of complex situations, the dispatched tow company will be permitted to request additional personnel and equipment after consulting with the on-scene deputy.
- f. Additional fees may not be charged for specialized equipment unless the request is made by the towed vehicle owner or authorized by a sergeant or acting sergeant on the scene and specifically noted in TMS by the sergeant.

- g. Occasionally, a tow request may be canceled by the Sheriff's Office. The Sheriff's Office will only reimburse the towing company in accordance with the limitations in **SECTION VIII**.
- h. Deputies will initially identify a tow as Regular or Heavy. The tow company will update data in TMS at the time of or subsequent to the tow to reflect the proper weight category and fees as detailed above. to reflect proper weight class

5. **Response Standard**

- a. The Sheriff may cancel a request for the Contractor's services up to the time the wrecker leaves the scene of the call. The Contractor agrees the mere response to a service call without other action does not constitute a service for which charges are applicable.
- b. In responding to a call for service from the Sheriff, the Contractor shall make reasonable efforts to arrive at the scene (i.e., location of the vehicle to be towed) within thirty (30) minutes after receiving notification from the Sheriff's communications dispatcher or through TMS. If the Contractor fails to do so and fails to provide the Sheriff with appropriate justification for the tardiness, this action shall be considered a no-show. A late response may be justified depending on traffic congestion, roadway obstruction, location of the call, the time of day; weather or other unforeseen circumstances if the driver notifies the Sheriff's communications dispatcher or the sergeant for the deputy at the scene, of the reason for the delay. This must be documented in the notes section of the TMS.
- c. The Sheriff may impose penalties for no shows or tardiness responding to a call for service as described in **ATTACHMENT C**.
- d. The Contractor shall ensure and require that all drivers employed under this agreement are aware of and comply with all traffic laws. The Contractor will advise its employees that they are not permitted to exceed posted speed limits when responding to a call for service. The Contractor assumes all liability, including but not limited to any and all damages resulting from traffic crashes, traffic violations and motor vehicle infraction fines.
- e. Response time begins when the tow is electronically dispatched by the TMS or the phone call is made. Response time ends when the tow truck is physically at the scene of the tow.
- f. The tow driver must be actively signed into the TMS during periods of time when driver is available to receive and respond to requests for tows. Note: the App will select the driver closest to the call when an OCSO employee makes a request though the TMS. It is not acceptable to transfer that call to another driver who is further away from the call or not signed into the App.
- g. The tow truck driver will deliver the vehicle to its tow yard or to another location at the request of the Sheriff. In the event that a Contractor is unable to respond to a tow request within their Zone, the Sheriff or his designee may request the assistance of a

Tow Company operating in another Zone. This request will not be rejected without just cause.

- h. The tow truck driver will not transfer a call received through the TMS or log out of the system in order to force the transfer of a call to another driver.

## 6. On-Scene Procedures

- a. A towing company operating in accordance with this agreement, may not attempt to take a disabled, abandoned, or recovered vehicle in tow without being requested to do so by the Sheriff's Office or the towed vehicle owner.
- b. Upon arrival at the scene of a tow request, the Tow Truck Driver is required to meet with the on-scene deputy to coordinate the tow operation. A towing company may not leave the scene until released by the on-scene deputy.
- c. The towing company shall deliver the towed vehicle directly to the company's storage lot specified in the agreement unless directed to another location by the on-scene deputy. The towed vehicle must be secured within the storage lot or other location directed by the deputy. If the delivery location is other than the Contractor's tow yard, the driver will ensure that the location is noted in the TMS.
- d. An on-scene deputy may authorize the movement of a towed vehicle to the roadway shoulder to permit the towing company more time for loading and/or to address public safety concerns. This is not considered an additional tow or winching and additional fees may not be charged.
- e. Towing companies are responsible for the removal of all towed vehicle debris from the highway and the cleanup and removal of small quantities of towed vehicle fluids normally encountered in a crash. Other property and debris not associated with the towed vehicles, and hazardous materials may be handled by other entities. Towing companies must advise an on-scene deputy when the task exceeds their capability.
- f. At the request of the Sheriff, the Contractor shall cover the vehicle, or a portion of the vehicle, with a plastic covering or tarp at no additional cost to the Sheriff.
- g. Any fees in addition to the standard rates provided for in this agreement and its attachments or exhibits shall be specifically listed and described in TMS.
- h. No vehicle debris may be placed into the towed vehicle unless approved by the on-scene deputy. Under no circumstances will any absorbent material be placed back into any portion of the towed vehicle.
- i. Tow Truck Drivers shall notify the deputy of any valuables observed in a towed vehicle. The deputy will inventory these items using their Body Worn Camera. Drivers shall take photos through the dispatch system's smart phone / tablet application of the four corners of the vehicle as well as any damage to the vehicle or property located inside. **Photos are required to document and justify all ancillary**

**fees.**

- j. The tow company may utilize a rollback with wheel lift for the removal of two towed vehicles with one truck. This cannot result in an undue delay.
- k. Winching, if necessary, must be noted in TMS by the on-scene deputy and shall be documented by the driver with pictures uploaded to the TMS and a description in the notes area.
- l. The Contractor may use air bags only when other methods would damage the vehicle, or when public safety demands removal by the most expeditious method and other methods would be too time consuming in light of the existing traffic conditions. The Contractor shall obtain approval from the on duty Watch Commander prior to the use of air bags. The Driver will notate who gave permission in the TMS notes section and provide photographic proof of the use of the air bags etc.
- m. At the Sheriff's request, the Contractor shall assign one tow truck and driver to an area designated by the Sheriff for use in an emergency or disaster. Said person shall be billed out at an hourly rate that the Contractor shall provide as part of the fee schedule included herein. The Sheriff shall have sole discretion to determine what constitutes an "emergency" or "disaster."
- n. The Tow Driver will note within TMS whether the vehicle or vessel keys are in the driver's possession, retained by the Deputy, possessed by the driver or not present. If the keys remain with the towed vehicle the Tow Truck Driver will photograph them and upload it to the TMS.
- o. Once the vehicle has been hooked to the wrecker at the scene, and the Deputy has authorized its removal, it is not acceptable to leave a vehicle hooked to a wrecker while remaining stationary for more than ten (10) minutes.

7. **Dropped Vehicles**

If a Deputy Sheriff requests that a vehicle be towed in accordance with this contract, the tow operator shall not drop the vehicle unless the Deputy authorizes the drop and documents it in the TMS.

8. **Storage Procedures**

- a. A towing company shall accommodate all requests by the Sheriff's Office or its designee to inspect or view any towed vehicle and the associated records in its possession at any time. This assistance will include, but not be limited to, the availability and use of a hydraulic lift or crank lift and also a wrecker for purposes of moving a vehicle to be examined Contractor shall not be entitled to any additional compensation for such assistance.
- b. The Contractor shall not make any repairs or modifications to a vehicle towed hereunder unless Sheriff consents in writing (to ensure preservation of property that may have evidentiary value).

- c. A towing company shall update the TMS system with the vehicle information within thirty (30) minutes of arriving at the storage lot.
- d. Contractor shall not require a waiver, hold harmless agreement, or other similar release and/or indemnification from vehicle owner or agent as a condition of release.
- e. The towing company storage lot must have the ability to take all required payments and provide required invoices.
- f. A towing company must reasonably verify ownership of the towed vehicle before releasing it or personal property. An agent of the owner may redeem a towed vehicle or remove property as long as the agent provides valid identification and provides reasonable proof the towed vehicle or property is released with the consent of the owner. A signed, notarized letter by the owner shall be prima facie proof of consent.
- g. A vehicle's owner can provide proof of identity by use of a driver's license (including an expired one) a passport or any other government issued photo identification. A licensed driver must be present to drive the vehicle unless it is be towed from the Contractor's facility by the owner/designee.
- h. Personal property shall be released, without charge, to the owner or the owner's agent upon request. Personal property does not include items permanently affixed to the vehicle, intended to operate the vehicle, or items that are stolen or constitute contraband. (Note: this does not apply to a vehicle with a hold. (See Holds below)
- i. Any property released to an owner or agent of the vehicle shall be documented through an Access Pass (generated through the TMS) by the tow company. The Access Pass shall be signed by the owner or agent accessing the vehicle and a copy of the signed Pass and photograph of the property taken shall be uploaded into the TMS.
- j. Upon demand by the owner, operator, or agent of the owner or operator of the towed vehicle, the towing company shall provide the name, address, telephone and policy number of the towing company's insurance carrier.
- k. No towed vehicle or other property stored by a tow company may be disposed of, relocated or transferred from the storage site (except to the owner) unless authorized by the Sheriff's Office or disposed of in accordance with Florida law.
- l. A towing company must use the TMS to record and track vehicle information for all vehicles requested to be towed by the Sheriff's Office. All tows shall be tracked in the TMS.
- m. Upon releasing a vehicle, the tow company shall provide a receipt generated by the TMS to the owner, their agent or insurer.
- n. Contractor shall be able to identify and locate an impounded vehicle in its possession by using the license number, the VIN, or three (3) or more of the following identifiers: vehicle make and model, vehicle color, date of tow, and location of tow.

- o. Contractor will provide information and documentation as required by the Sheriff's Office and the TMS and understands and agrees that the type and manner of documentation may change over time.

9. **Vehicle Holds**

- a. Vehicles or evidence towed by a Contractor may have Holds placed on them by members of the Orange County Sheriff's Office for reasons including but not limited to:
  - i. Forensic Holds
  - ii. Detective Holds
  - iii. Forfeiture Holds
  - iv. Holds for racing
  - v. Holds for improper or missing VIN
  - vi. Writ of Replevin (Writ of Execution)
- b. If there is any doubt, about whether a hold has been placed on a vehicle, the Sheriff's Office must be contacted for clarification.
- c. A towing company will not permit non-police access to the vehicle or allow the removal of any items in the vehicle nor the release of any towed vehicle for which the Sheriff's Office has placed a "Hold".
- d. A vehicle will remain on hold until the Sheriff's Office communicates that the hold may be released. The Sheriff's Office may release the hold through the TMS. In such cases no other proof of release is needed.
- e. Holds with automatic release dates, such as racing holds, do not require specific Sheriff's Office notice other than that found in the TMS system.
- f. Vehicles that are identified and recovered as "stolen vehicles" after their delivery to a Zone Tow Company, will be treated as having a Forensic Hold placed on them even if they are not identified as such at the time of the tow. The location and status of the vehicle will be reported in the TMS and the fees associated with Forensic Holds shall apply.

10. **Release of Vehicles**

- a. Contractor is solely responsible for complying with all applicable laws concerning the release, sale, or other disposition of vehicles, as well as laws concerning the operation of Contractor's business as a whole.
- b. The Wrecker Company's facility must be open for the purpose of redemption of vehicles on any day that the person or firm towing such vehicle or vessel is open for towing purposes, from 8:00 a.m. to 6:00 p.m., and, when closed, shall have prominently posted a sign indicating a telephone number where the operator of the site can be reached at all times. Upon receipt of a telephoned request to open the site to redeem a vehicle or vessel, the operator shall return to the site within one (1) hour or

she or he will be in violation of this section.

- c. Contractor shall comply with the Sheriff's policies and procedures for the processing and release of vehicles upon which holds are placed.
- d. Any vehicle or vessel owner or person in control or custody has the right to inspect the vehicle or vessel before accepting its return, and no release or waiver of any kind which would release the person or firm towing the vehicle or vessel from liability for damages noted by the owner or person in control or custody at the time of the redemption may be required from any vehicle or vessel owner or person in control or custody as a condition of release of the vehicle or vessel to its owner or person in control or custody.

## **SECTION VII: UNCLAIMED VEHICLES & PROPERTY**

1. **Sale of Vehicles** - The Contractor will provide the following information to the Office of General Counsel for the Sheriff including a copy of the advertisement and documentation in the IMS, after the auction, listing the total amount of all liens placed on the vehicle, the purchaser and the amount the vehicle sold for whether at auction or for scrap. This information shall be input and provided to the Office of General Counsel for the Sheriff via the TMS.
2. **Certificate of Destruction** - Contractor shall have a certificate of destruction in hand prior to disposing of a vehicle for scrap. Failure to comply with this provision is cause for immediate termination of the agreement.
3. **Missing Vehicle Identification** – Towed vehicles that are unidentifiable, have no Vehicle Identification Number (VIN), indicate that an owner was NOT notified, or involve other problems must be reported immediately to the Sheriff's Office by placing the vehicle on an administrative hold indicating the vehicle is missing information. The vehicle will remain on administrative hold until the Sheriff's Office has inspected the vehicle and determined a disposition. These holds shall be treated as Forensic Holds for purposes of fees.
4. **Accurate & Legible** - The towing company shall submit paperwork as necessary that is legible, complete and accurate. The Sheriff's Office will not process any illegible, inaccurate, or erroneous paperwork submitted by the towing company. Towing companies are responsible for verifying that the correct vehicle identification number (VIN) is listed and all vehicle data is complete and accurate in the impound system. The Tow Company will take a photo of the VIN and upload it to the TMS system.
5. **Boats** - the towing company shall apply to the Department of Natural Resources for transfer of title or disposal for boats or similar items. The Sheriff's Office will reasonably assist the towing company.
6. **Other Property** –
  - a. To the extent provided by law, the Contractor shall be liable for damage or loss to vehicle accessories and personal property left in towed vehicles.
  - b. If there is no hold on the vehicle, the Contractor shall allow the registered or lawful

owner or custodian, or other authorized person to remove all personal property left in the towed and/or stored vehicle, whether or not applicable fees have been paid.

- c. The Contractor shall prepare a written inventory of the items removed and require the owner/agent to sign the inventory and shall retain a signed hard copy. Contractor shall record contact information of anyone accessing a vehicle and the reason for access. Said information shall be placed in the TMS by the Contractor.
- d. No fee shall be required prior to the removal of the personal property including but not limited to fees relating to moving the vehicle or other items in order to permit access to the vehicle. No accessories or auto parts may be removed.

## **SECTION VIII: INVOICES AND FEES**

1. **Invoice Requirements** – All invoices must contain:
  - a. the towing company’s trade name,
  - b. the towing company’s individual invoice number,
  - c. the OCSO case number,
  - d. the OCSO employee and EID number,
  - e. the proper code for the type of tow,
  - f. an itemization of all fees;
  - g. invoice identified as “Amended”.
2. **Payments** – A vehicle owner or their authorized agent may pay towing and storage fees as follows:
  - a. Visa or Mastercard;
  - b. Checks from National Brand Car Rental Companies;
  - c. Cashier Checks or Money Orders;
  - d. Cash.

No service fees will be added by the Contractor for payment by credit or debit card.

3. **Storage fees** - will not be charged for any storage time incurred due to the towing company’s non-compliance with reporting requirements or failure to abide by policies contained in this manual.
4. **Innocent Owner** - "Innocent Owner" shall be those tows where the owner or other person authorized to possess the vehicle was not the perpetrator of a crime or civil infraction. This shall include but not be limited to:
  - a. Recovered stolen vehicles where the owner / operator does not have sufficient insurance to cover the cost of the tow, mileage and storage.
  - b. Vehicles seized for forensic testing (i.e.: sexual batteries, abductions, homicides, etc.) when the owner/ operator was not the perpetrator;
  - c. Vehicles damaged by stop sticks when the owner / operator of the vehicle was not the intended target; and/or
  - d. Vehicles damaged in crashes caused by or resulting from the pursuit of a criminal or a criminal flight from apprehension where the owner/ operator was not involved.

In no event shall an innocent owner have to pay more than \$75.00 (regular tow), \$125.00 (medium duty), or \$175.00 (heavy duty tow) for out of pocket for towing, mileage and storage

fees incurred for the first three (3) days of storage. If a vehicle is not properly designated an "Innocent Victim / Victim Tow" at the time it is towed, but it is subsequently so identified, the Contractor shall reimburse the victim for any amounts paid in excess of the fixed fee listed above. If the innocent owner/victim does not pick the vehicle up within 72 hours of any hold being released, the owner / victim shall incur the daily storage rate permitted to be charged to the Orange County Sheriff in **ATTACHMENT A**. This amount may be added to the standard \$75.00/\$125.00/\$175.00 fee.

5. **Additional fees** - winching, waiting time, etc., will only be reimbursed when authorized and the officer authorizing it has notated the need in the TMS. Towing companies are required to take photographs to support the need for additional charges and upload them into TMS.
6. **OCSO Invoicing** - The Contractor will submit invoices to the Sheriff's Office for any approved towing and storage fees. These fees must reconcile with those listed in the TMS.
7. **OCSO Reimbursement** - Towing fees will be paid by the Sheriff for tows provided in accordance with the fee schedule attached as **ATTACHMENT A**.
8. **Invoices** - Contractor shall respond to any queries from the OCSO relating to fees or invoices within five (5) business days of receipt of any such correspondence. Failure to reply timely shall result in the waiver of the fee.
9. **Sheriff's Responsibilities** - Under no circumstances will Sheriff be responsible in any manner whatsoever for either the collection or payment of any charges for services rendered, including towing and storage, unless the services were rendered in regard to agency owned vehicles and specifically identified as the responsibility of the Sheriff in its agreements with Contractor.
10. **Tow Management Fee Payment** – Tow companies will remit the Administrative Fee as defined in **ATTACHMENT A** for all released vehicles to the Tow Management Company on a monthly basis.
11. **Calculating Fees for Law Enforcement Tows**
  - a. Vehicles towed within a Tow Operator's Zone shall not generate any fees for mileage.
  - b. Travel by a Contractor to tow a vehicle, located outside the boundary of Orange County or located outside of the Tow Operator's Zone, shall receive fees as provided for in **ATTACHMENT A** for the type of tow listed in TMS. Mileage shall be calculated (see **ATTACHMENT A**) beginning at the Orange County line for out of county tows or from the boundary of the Zone for in County tows, and ending at the location where the vehicle is to be dropped.
  - c. Vehicles towing a second vehicle or trailer shall be towed together if it is feasible to do so and only one fee shall be charged for towing both the vehicle and the trailer. If the tow company tows the two separately they shall provide a detailed explanation of the reasons why in TMS.
  - d. The Contractor shall not assess two charges or any additional fees when a towed vehicle is pulling another smaller vehicle not subject to registration (e.g., wood

chipper, utility trainer), provided the second vehicle may be safely towed in its normal manner without disconnecting it. Any smaller vehicle not subject to registration shall be entered as a separate entry into AutoReturn.

- e. The daily rate for storing a vehicle in either outside or inside storage is based on a twenty-four (24) hour day, each day starting at 12:01 a.m. The 24 hour period shall begin once the vehicle has been delivered and unhooked from the wrecker at the Contractor's Storage facility. The initial six (6) hours of storage shall be without charge, thereafter, the daily rate will apply and any fraction of a day will count as a full day.
- f. The Contractor shall not mail the lien notice until five (5) days have passed from the time the vehicle was towed to the storage facility. An additional "Notification Fee" as contained in **ATTACHMENT A** may be charged after that time, so long as the Contractor has actually complied with the requirements of Section 713.78, F.S. including execution and mailing of the lien notice and any other notices required to be made in accordance with law. An additional fee may be charged, as described in **ATTACHMENT A**, for each additional certified notice, above four (4) required by law. The Contractor will include an explanation of the additional fee in TMS. NOTE: NO additional fees may be imposed by the Contractor to cover any costs relating to the lien notification including but not limited to, postage, mailing, employee time etc.
- g. The rates for towing and storage under this agreement shall be those listed on **ATTACHMENT A**, attached hereto and incorporated herein by reference. If the Contractor assesses or collects any other fees, expenses, charges, or costs for services provided hereunder (including but not limited to fees for administrative functions, registration checks, lien letters, and tarps), not specifically provided for within this agreement, the Sheriff shall have good cause to terminate this Agreement. Contractors may not charge any fees (pull out or drop fees etc.) for towing a car out of their lot for insurance companies or other wreckers.
- h. Vehicles towed for processing or evidence that are taken to a location other than the Contractor's tow yard shall incur the fee listed in **ATTACHMENT A** for Forensic Tows.
- i. If the vehicle is subsequently towed from the initial location to the Contractor's tow yard, the same tow shall incur another fee as if it were a Forensic Tow. This same fee shall apply if the vehicle is subsequently towed to the Contractor's tow yard. The Contractor SHALL NOT charge the vehicle's owner or operator for any fees other than additional storage if the vehicle is not picked up after the initial 72 hours.
- j. The Sheriff's Office will not pay any fees or costs associated with unclaimed or abandoned towed vehicles.

## 12. Law Enforcement Holds

There may be multiple types of law enforcement holds placed on vehicles. These holds may include Investigatory Holds, Detective Holds, Forfeiture Holds, Forensic Holds and Racing on Roadway Holds for violation of section 316. 191.5(c). The number and type of holds may be adjusted by the Sheriff based upon operational needs. Vehicles with law enforcement holds may not be released by the tow company without proper authorization. The Sheriff will determine who and how vehicle holds are to be released.

Holds shall be placed on a vehicle by the Deputy or Detective authorizing the tow. Vehicles with Holds may only be towed to Zone Tow Company's storage facility as described in this agreement or to the Sheriff's Operational Center located at 2500 W. Colonial Drive, Orlando, FL, 32802. A Watch Commander's approval is required to tow a vehicle with a hold to any other location. Any such change in location shall be documented in the TMS by the Deputy or Detective.

## 13. Detective Holds

A vehicle will remain on Detective hold for investigatory purposes until the Sheriff's Office communicates that the investigative hold may be released. The Sheriff's Office may release the hold through the Impound system or any other method approved by the Sheriff.

## 14. Forfeiture Holds

- a. The Contractor shall tow and store all vehicles seized by the Sheriff for forfeiture at no cost to the Sheriff. These vehicles shall have a forfeiture hold placed on them by the Detective or Deputy seizing the vehicle and the vehicle is not to be released without the written authorization of the Sheriff's Office which may be done through the TMS. The Sheriff shall designate the method and manner for releasing any vehicle seized hereunder, which may be changed, in writing, at the discretion of the Sheriff. For purposes of this contract, vehicles seized for Forfeiture shall be considered owned by the Sheriff. In accordance with Florida Statutes 713.78 the Contractor shall provide appropriate notice about forfeited vehicles to title owners and lien holders of record, at no cost to the Sheriff.
- b. The Sheriff may negotiate a settlement with the owner or other appropriate claimant of a vehicle that was seized for forfeiture. The Sheriff is free to set any and all settlement terms, including waiver of the Contractor's towing and storage fees.
- c. No person except the Detective or Deputy who placed the forfeiture hold shall be authorized entry into the vehicle.
- d. If a vehicle is seized for forfeiture but the Sheriff decides to release the vehicle without proceeding to forfeiture, the Contractor may charge the owner for towing and storage as provided herein for vehicles of similar size and for the administrative fee listed herein for notice required to be sent to the registered owner or others in accordance with section 713.78, F.S. unless the Sheriff alters or waives the fees in writing.

## 15. Forensic Tows

- a. When the Sheriff requests that a vehicle or other evidence be towed for forensic processing, the vehicle will have a Forensics' Hold placed on it by a Deputy or Detective until it is released by the Deputy or Detective assigned to the case or by Forensics' personnel.
- b. The Sheriff shall determine whether the vehicles or evidence will be delivered by the Contractor to the Contractor's facility or to a Sheriff's facility for processing.
- c. The Sheriff shall pay Contractor a fixed rate fee as provided in **ATTACHMENT A**, for each such tow which shall cover the one way transportation of the item and which shall include the initial three (3) days of storage at the Contractor's facility and the use of an inside storage facility if requested by the Sheriff. After the expiration of the three (3) days, the Contractor may charge the Sheriff a storage fee as described in **ATTACHEMENT A** until the Hold is released. The three (3) days will start from the date the vehicle is delivered to Tow Contractor's facility.
- f. No additional fees shall be assessed against the Sheriff or against the vehicle's owner or custodian.
- g. Owners recovering a vehicle from the Contractor's storage facility as a result of the vehicle being held for processing as described herein, shall only be responsible for the storage fees listed for the vehicle's weight class subsequent to the removal of the Hold by the Sheriff and are not responsible for the any fees related to the initial tow or any storage fees up to the date the Sheriff releases the hold. The Contractor shall make reasonable efforts to contact the owner of the vehicle by phone, text and email during regular business hours, as soon as the Contractor receives the release.
- h. No person except the Detective or Deputy who placed the forensic hold or a Forensic Specialist with the OCSO shall be authorized entry into the vehicle.

## 16. Missing VIN Holds

Any vehicle with a missing, incorrect or unidentifiable VIN must be reported immediately to the Sheriff's Office and a VIN hold shall be placed on the vehicle. The vehicle will remain on VIN Hold until the Sheriff's Office has inspected the vehicle and determined a disposition. There are no fees associated with this Hold as the vehicle cannot lawfully be released by the Tow Company. If the vehicle identification issue is resolved, the vehicle can be released to the registered owner. The Sheriff or designee will determine what fees if any shall be charged and who shall pay them.

## 17. Writ of Replevin (Writ of Execution)

A Writ of Execution is a court order requiring law enforcement to seize property (furniture, cars, personal property etc.) for the payment of a debt. When a vehicle is seized, it is towed and stored at a Sheriff's Office contracted tow yard. The owner may satisfy the writ by paying the debt. If that happens, the court orders the release of the vehicle and the Sheriff pays any towing, storage or other fees from a deposit that is collected from the creditor at the time of seizure.

If the owner does not pay the debt, the vehicle is sold at a Sheriff's Sale/auction after notice of the sale is posted in a newspaper and the vehicle is held for twenty (20) days prior to being sold. If the vehicle is auctioned, the Sheriff pays any towing, storage or other fees from the proceeds of the sale.

In each case, the towing and storage fees are paid via check, by the Sheriff's Office, after the vehicle has been released by the court or sold at auction.

#### 18. **Racing on Roadway Holds**

Any motor vehicle used in violation of subsection 316.191 (2), Florida Statutes may be impounded for a period of thirty (30) business days if a Deputy Sheriff has arrested and taken a person into custody pursuant to this subsection and the person being arrested is the registered owner or co-owner of the motor vehicle. If the arresting deputy finds that the criteria of this paragraph are met, the deputy may immediately impound the motor vehicle. The law enforcement officer shall notify the Department of Highway Safety and Motor Vehicles of any impoundment for violation of this subsection in accordance with procedures established by the department. Paragraphs 316.191 (5)(a) and (b) Florida Statutes be applicable to such impoundment.

All towing and storage fees associated with this type of Hold shall be the responsibility of the registered owner.

#### 19. **Accident Tows**

A vehicle that is rendered disabled as a result of a collision or accident may be towed by OCSO at the owner's request. The owner shall be responsible for any fees and costs associated with the tow. The owner shall provide the drop location for the vehicle. These vehicles shall not be stored at the Tow Operator's facility or yard.

### **SECTION IX: COMPLAINTS**

1. **Investigation** - The Sheriff's Office or its designee is responsible for the investigation of any criminal complaint filed against a towing company.
2. **Owner / Driver Questions** - Vehicle owners or drivers, who have questions or concerns about the actions taken by a Tow Contractor may contact **Autura at [REDACTED]** to seek assistance. If the issue is unresolved, the owner/driver may contact the deputy or detective authorizing the tow for assistance. At no time shall a tow company call the agency's communications section to make a complaint.
3. **Notification** – The OCSO or its designee will notify a towing company via e-mail and/or phone call of any complaint. The disciplinary matrix in Attachment C provides an outline of various violations and potential actions.
4. **Charges** - Investigations involving complaints that are violations of law may be charged on criminal or civil citations as appropriate. This is in addition to, and separate from, any administrative sanctions that may be imposed.

5. **Removal** - In accordance with the goals of this manual, the Sheriff's Office reserves the right to immediately terminate the contract of any towing company due to repeated or egregious violations of the law or policies contained in this manual.

## **SECTION X: BUSINESS RECORDS**

1. **Maintenance** - Towing companies will maintain records of all tow services furnished for the Sheriff's Office. The records must be maintained at the operator's business location as provided by the Contractor and may be inspected without notice during normal business hours.
2. **Copies** - Towing companies shall permit the Sheriff's Office to make copies of business records at their place of business, or to remove business records for the purpose of reproduction. In the event that records are removed for reproduction, a receipt will be issued for any original records removed from the business.
3. **Inspection** - Records shall be maintained and available for inspection for a period of five years plus the current term.
4. **Information** - Records of towed and stored vehicles will include a description of the vehicle (year, make and model), vehicle identification number, location of call, itemized cost of towing and storage, the Tow Truck Driver's name and the truck used.(PHOTOGRAPH ANY PERSONAL PROPERTY and identify in TMS)
5. **Disposition** - Vehicle records will also note the disposition of the vehicle (i.e., released to owner, released to insurance company, transfer of title conducted, etc).
6. **Changes** - The towing company shall report, in writing or by email, any changes to the information provided by the towing company within three (3) regular business days to both the Tow Management Company and the Sheriff's Office.
7. **Compliance with Laws**
  - a. The Tow Company shall procure all permits, licenses, certificates, and/or approvals of plans or specifications as may be required by federal, state, and local laws, ordinances, rules, and regulations for the proper execution and completion of services under this Agreement.
  - b. The Tow Company shall provide, as part of his/her response to this agreement, a copy of its valid, current wrecker/towing Orange County Occupational License. The Tow Company shall provide the Sheriff with a copy of all Orange County Occupational License renewals during the term of this Agreement.
  - c. The Tow Company shall comply with all applicable federal, state, and local laws, specifically including Florida Statutes 715.05, 715.07, and 713.78; Orange County, Florida ordinances; and ordinances from municipalities within Orange County, Florida.

## **SECTION XI: AMENDMENTS**

The Sheriff's Office reserves the right to make changes to policies and procedures contained in this manual in the interest of public safety or to address situations not otherwise covered. These changes will be made by hand delivery or certified mail to each licensed towing company at the address provided by the Contractor.

# ATTACHMENT A: FEE SCHEDULE

## Zone Towing Rates

### **Regular**

Includes tows requiring a Class A Tow Truck as described in Attachment B)

Towing	\$ 145.00
Per Mile Rate (per full extra mile outside of Zone/Area or Orange County)	\$ 4.00
Time beyond initial 30 minutes at scene, per 15 minute block	\$ 15.00
Daily Storage Per Day	\$ 25.00

NOTE: If multiple vehicles are towed, the tow, mileage and time charges shall be apportioned equally between all vehicles

### **Medium**

Includes tows requiring a Class B Tow Truck as described in Attachment B)

Towing	\$ 270.00
Per Mile Rate (per full extra mile outside of Area or Orange County)	\$ 5.50
Time beyond initial 30 minutes at scene, per 15 minute block	\$ 50.00
Daily Storage Per Day	\$ 35.00

NOTE: If multiple vehicles are towed, the tow, mileage and time charges shall be apportioned equally between all vehicles

### **Heavy**

(Includes tows requiring a Class C or D Tow Truck as described in Attachment B)

Towing	\$ 450.00
Per Mile Rate (per full extra mile outside of Area or Orange County)	\$ 6.50
Time beyond initial 30 minutes at scene, per 15 minute block	\$ 75.00
Daily Storage Per Day	\$ 65.00

NOTE: If multiple vehicles are towed, the tow, mileage and time charges shall be apportioned equally between all vehicles

**Forensic Tows-Vehicle** or other evidence towed for forensic processing which has a "HOLD. Includes tow and initial three (3) days of storage to be paid by Sheriff's Office. The owner shall not be charged for the tow or the first three days storage. After three (3) days the owner may be charged the daily storage rate.  
NOTE: the rates for Innocent Owners are detailed below. \$ 50.00

**Detective Tow/Hold** – Vehicle or other Evidence towed with a "HOLD" includes tow and initial three (3) days of storage to be paid by Sheriff's Office. The owner shall not be charged for the tow or the first three days storage. After three (3) days the owner may be charged the daily storage rate.  
NOTE: the rates for Innocent Owners are detailed below. \$ 50.00

### **Missing VIN Hold-**

Seized from criminal defendant	\$ 145.00
OCSO investigative tow (Detective, Forensic)	See rates above
Innocent Owners	See rates below

## **Writ of Replevin (Writ of Execution)**

### **Fees**

Daily Storage for OCSO if held beyond three (3) days	\$ 15.00
Daily Storage for Innocent Owner for first two (2) days after Hold is released	\$ 0.00
Daily Storage for Innocent Owner after two (2) free days	\$ 15.00
Maximum Fee to Innocent Owner (regular tow)	\$ 75.00
Maximum Fee to Innocent Owner (medium duty tow)	\$ 125.00
Maximum Fee to Innocent Owner (heavy duty tow)	\$ 175.00

### **Certified Lien Notice to Owner (Notification Fee) \$ 45.00**

(After 5 days; notification letters sent)

Fee is inclusive of Vendor's employee time, third party verification costs, mailing, including certified mailings, etc. If more than four (4) certified letters are required by law, the Vendor may charge an additional \$10.00 per certified letter and shall produce proof of said requirement by uploading the information to TMS

### **Autura Fee (Administrative Fee) – \$ 25.00**

The Tow Provider shall collect a Tow Management System (TMS) fee in the amount of twenty-five (25.00) dollars for each Tow provided for herein, unless otherwise exempted. Autura shall submit to the Tow Provider a monthly accounting of all tow services representing the amounts due to Autura for completed tows.

### **Accident Tows**

Any fees for the towing of vehicles including but not limited to towing, storage, administrative fees, or any other fees as provided in Orange County Ordinance 35-58 apply.

For extenuating circumstances, such as a roll over, attaching dollies, submerged vehicles, boat removal, etc., an additional rate for stand-by time may be assessed after the first half hour as detailed above.

## ATTACHMENT B: Wrecker Vehicles

### Class A Ratings

Minimum Gross Weight .....	14,500lbs
Minimum Boom Capacity.....	16,000lbs
Minimum Winching capacity.....	8,000lbs
Minimum Cable size .....	3/8th x 100'
Minimum wheel lift retracted rating .....	5,000lbs
Minimum wheel lift extended rating.....	4,000lbs
Minimum tow sling safe lift.....	3,500lbs
Minimum safety chains (2 each).....	5/16th grade 70
Minimum cab to axle dimension.....	60"

### Car Carrier Class A

Minimum gross weight .....	15,000lbs
Minimum Deck capacity.....	10,000lbs
Minimum Length.....	19'
Minimum Winching capacity.....	8,000lbs
Minimum Cable size and length.....	3/8th x 56'
Minimum tie down chains(4 each).....	5/16 grade 80
Tie down straps (4 each).....	2,000lbs each wheel
Minimum cab to axle dimension.....	120"

### Class B Ratings

Minimum Gross weight .....	19,000lbs
Minimum boom capacity .....	24,000lbs
Minimum winching capacity.....	dual 12,000lbs
Minimum cable size and length.....	7/16"x150'
Minimum wheel lift retracted rating.....	10,500lbs
Minimum wheel lift extended rating.....	6,500lbs
Minimum tow sling safe limit .....	3,500lbs
Minimum safety chains (2 each).....	3/8" grade 80
Minimum cab to axle dimension.....	96"
Required state DOT registration	

### Car Carrier Class B Ratings

Minimum gross weight .....	22,500lbs
Minimum deck capacity .....	10,000lbs
Minimum wheel lift capacity for 2nd car..	4,000lbs
Minimum Bed length.....	19'
Minimum winching capacity.....	8,000lbs
Minimum cable size and length .....	3/8"x50'
Minimum tie down chains(4 each).....	5/16" grade 80
Tie down straps (4 each) .....	2,000 lbs each wheel

Minimum cab to axle dimension..... 120'  
State required DOT registration

**Class C Tow Truck**

Minimum gross weight ..... 33,000lbs  
Air brakes, all tires H rated  
Minimum boom capacity..... 50,000lbs  
Minimum winching capacity..... 50,000lbs  
Minimum cable size and length..... 5/8"x 150'  
Minimum wheel lift retracted rating..... 4,000lbs  
Minimum wheel lift extended rating ..... 12,000lbs  
Minimum tow bar..... 10,000lbs  
Minimum safety chains (2 each) ..... 1/2" grade 80  
Minimum cab to axle dimension..... 156"  
Required State DOT registration

**Class D tow truck**

Minimum gross weight ..... 58,000lbs  
Air brakes, all tires H rated  
Minimum boom capacity..... 100,000lbs  
Minimum winching capacity ..... 100,000lbs  
Minimum cable size and length..... 3/4" x 250'  
Minimum wheel lift retracted rating..... 40,000lbs  
Minimum wheel lift extended rating..... 15,000lbs  
Minimum heavy duty tow bar..... 10,000lbs  
Minimum safety chains (2 each)..... 1/2" grade 80  
Minimum cab to axle dimension..... 180"  
Required State DOT registration

## ATTACHMENT C: Performance Matrix

The standard disciplinary progression is outlined below and may be applied to individual drivers or a tow company as a whole. The consequences of failure to meet service level standards will be assessed based on the type, severity and/or number of violations.

**Verbal Warning;** these warnings will typically follow a failure to follow program policy and/or guidelines and related to non-safety and/or non-legal issues. The Service Manager may keep such informal indiscretions in a file for tracking purposes.

**Written Warning:** for serious, multiple or repeated offenses, pertaining to failure to follow program policy and guidelines, a written warning may be issued. Safety and equipment violations may warrant a written warning.

**Suspension:** Driver and company suspensions may be issued for serious single violations, repeated offenses, multiple and/or major safety violations, citations, personal conduct and certain legal issues.

**Termination:** driver and company termination may be the consequences for major safety violations, certain legal issues as well as for violations with prior written warnings. Drivers or companies who have multiple written warnings and/or suspensions may be subject to termination.

Area	Offense	Proposed Penalty Under Licensed Service Provider Agreement
Performance	Failure of Towing provider to accept and/or achieve an on-time tow request response percentage of 90% during a calendar month period.	Potential suspension and/or termination of Agreement for excessive instances of this violation.
Performance	Failure of Towing provider to provide tow trucks with required equipment at site of tow.	Potential suspension and/or termination of Agreement for excessive instances of this violation.
Performance	Behavior of Towing provider (during either Dispatch Tows or any other towing call) that harms the Contractor's or Sheriff's reputation.	Potential suspension and/or termination of Agreement for excessive instances of this violation.
Performance	Failure of Towing provider to immediately deliver a Dispatch Tow vehicle directly to an impound lot or the specified destination.	Potential suspension and/or termination of Agreement for excessive instances of this violation.
Performance	The violation of any local state or federal law or the use of an un-licensed tow truck for a Sheriff's Office requested tow.	Immediate termination of the agreement between the Sheriff and the Wrecker Company

Equipment	Failure of Towing provider to maintain equipment and facilities as defined in this Agreement.	Immediate suspension from participation until corrected and/or termination of Agreement if not remedied within the relevant time frame.
Performance	Failure to comply with all applicable Potential suspension and/or termination of Federal, state and laws, statues and Agreement for excessive instances of this violation Regulations as well as the rules and Procedures promulgated by the FL Department of Highway Safety and the OCSO.	Potential suspension and/or termination of Agreement for excessive instances of this violation.
Equipment	Failure to maintain properly licensed and registered trucks in compliance with FMCSA	Removal of truck(s) until vehicle is in compliance
Performance	Failure to remain operational 24/7/365	Potential suspension and/or termination of Agreement for excessive instances of this violation.
Performance	Failure to accept at least two (2) nationally recognized credit cards (VISA, MasterCard or American Express)	Potential suspension and/or termination of Agreement for excessive instances of this violation.
Performance	Failure to maintain required insurance as outlined in this manual.	Immediate suspension until company is in compliance and termination of agreement if not in compliance within 30 days or multiple violations.
Drivers	Failure of driver to be in compliance with Section V of this Manual	Immediate removal of driver until they are in compliance and permanent removal for serious violations.
Performance	Failure to comply with storage hours of operation.	Potential suspension and/or termination of agreement for excessive instances of this violation.
Facilities	Failure to maintain storage facilities as outlined in this manual.	Immediate suspension until violations have been corrected. Potential suspension and/or termination of Agreement
Performance	Soliciting a crashed, disabled, abandoned or recovered Vehicle without authorization of the OCSO, the vehicle driver or the Registered owner.	Potential suspension and/or termination of Agreement for excessive instances of this violation.
Performance	Failure to clear debris from the roadway.	Potential suspension and/or termination of Agreement for excessive instances of this violation.
Performance	Failure to take required photos	Potential suspension and/or termination of Agreement for excessive instances of this violation.

Performance	Charging additional fees that are not permitted by the agreement	Potential suspension and/or termination of Agreement for excessive instances of this violation and a fine equaling treble damages to be paid to Sheriff
Performance	Failure of tow company to respond.	Fine of \$50.00 for the first (3) three no Shows. Subsequent fines shall be \$100.00 per no show.
Performance	Excessive number of no-shows as determined by the Sheriff.	Termination

## **ATTACHMENT D: WRECKER EQUIPMENT**

High visibility rotating beacon, strobe lights, and/or LED lights of amber color as described in Chapter 316, F.S.

A minimum of five (5), thirty (30) minute flares for protection of scenes.

One pair of bolt cutters with a minimum opening of one-half inch.

One set of jumper cables.

One (1) push broom, one (1) shovel, and one (1) bucket to remove debris from an accident scene.

A minimum of fifty (50) pounds of absorbent or other material suitable for towed vehicle fluids commonly found at crash sites.

Three (3) reflective (non-flame producing) traffic warning devices/triangles.

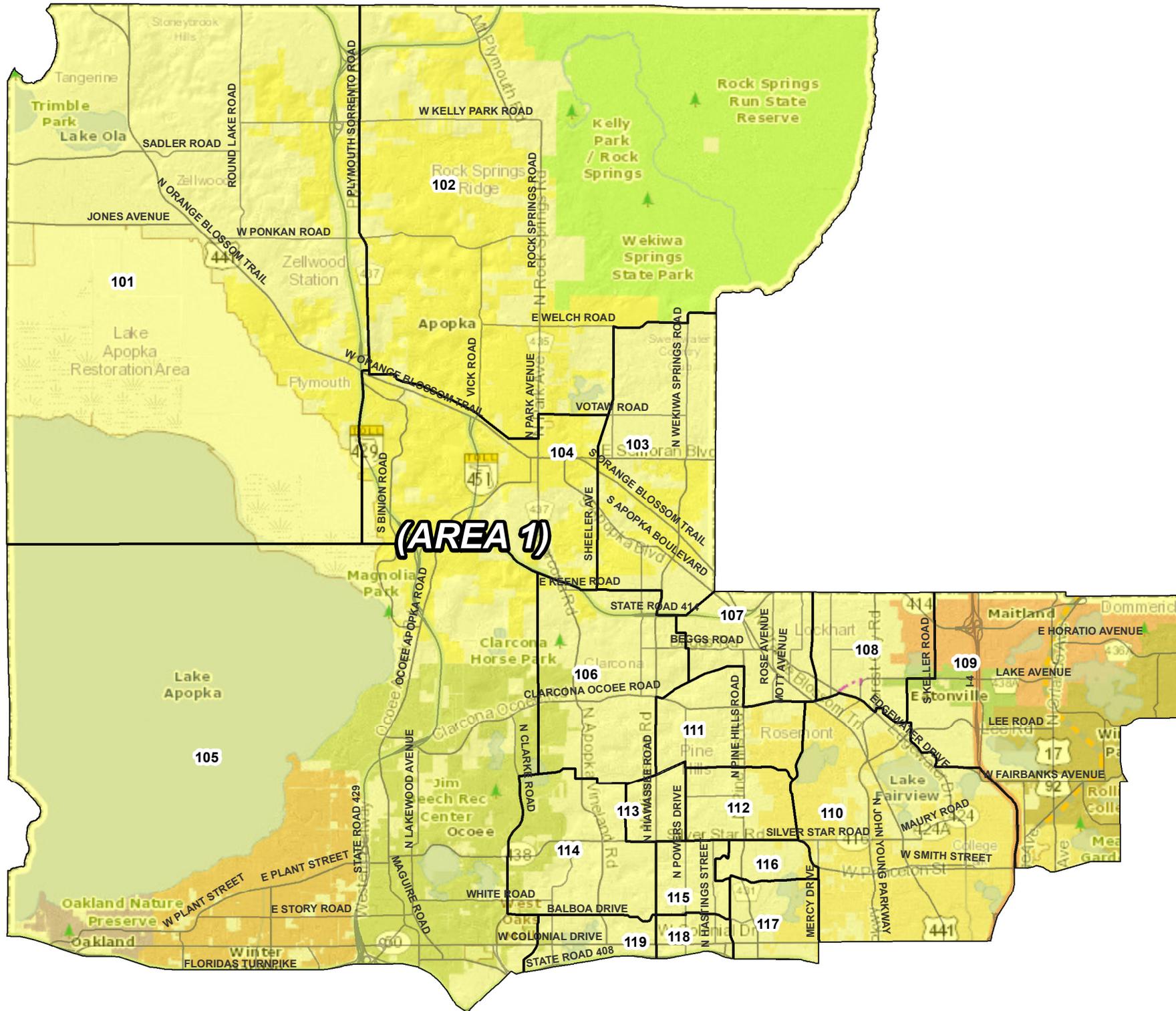
One operative flashlight.

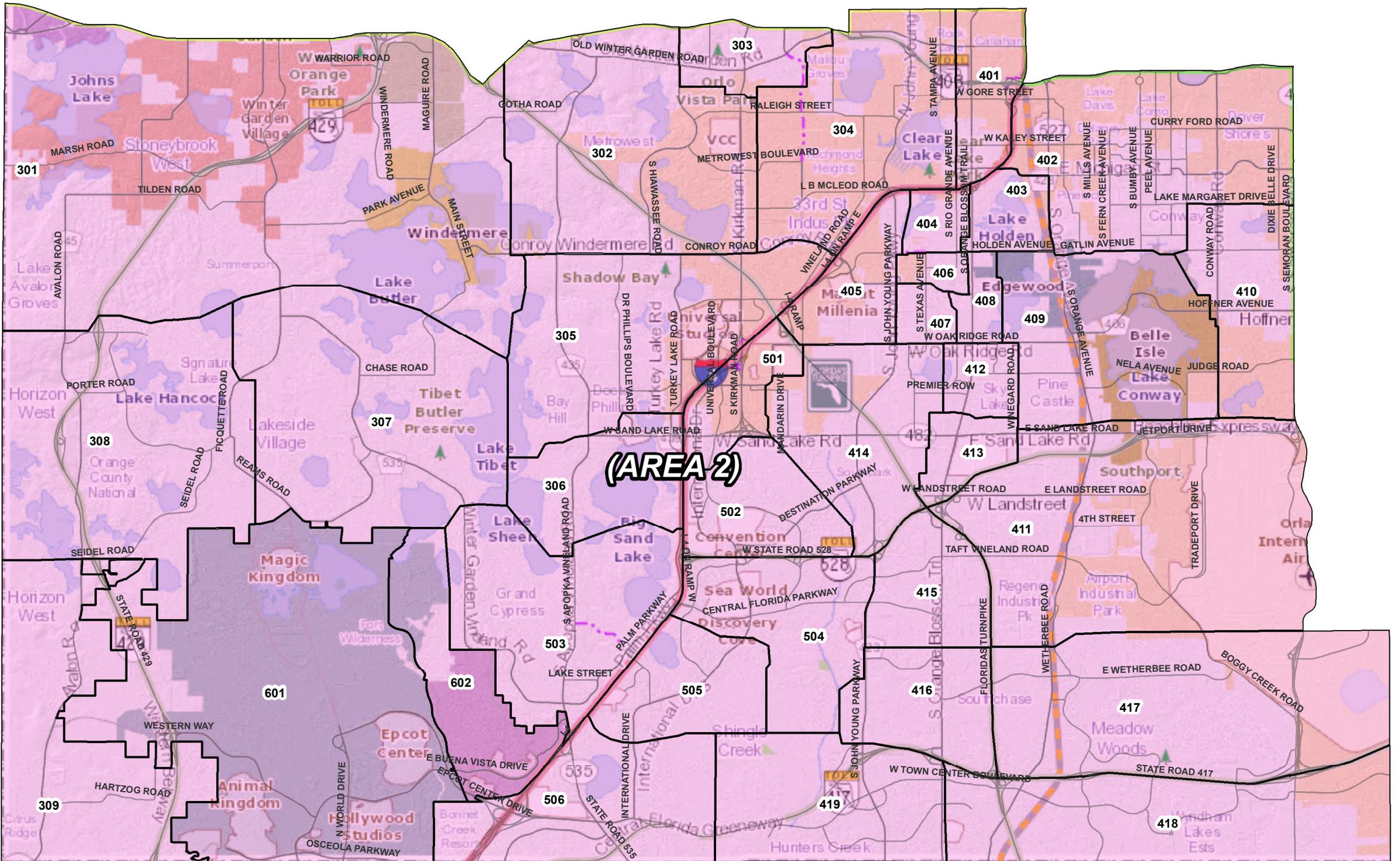
Each Tow Truck Driver will have a working smart phone or tablet with access the TMS system on their person at all times while providing services in accordance with this agreement.

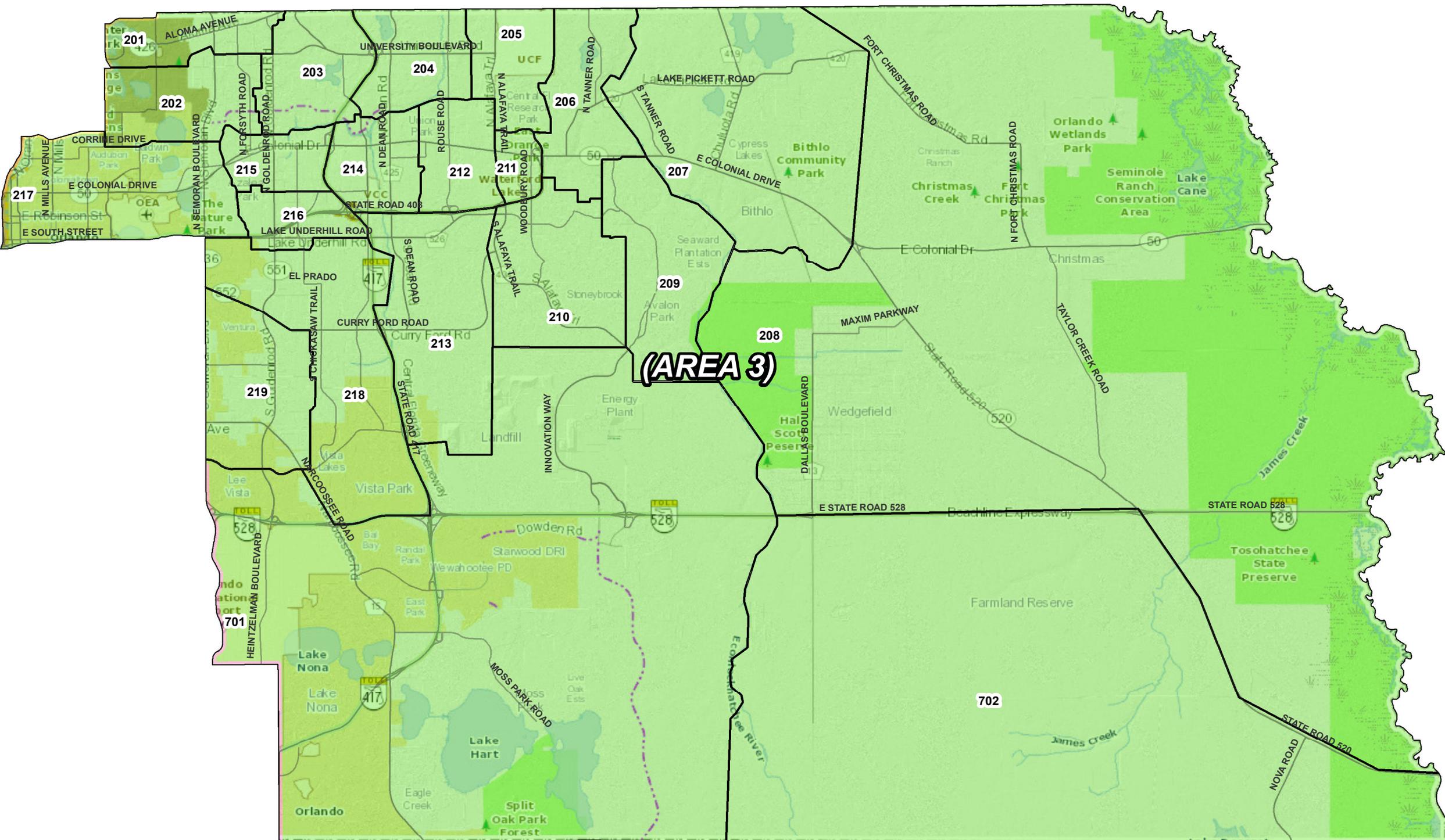
A minimum of one (1), five (5) pound fire extinguisher mounted, properly charged and with a current inspection tag attached

One (1) crow/pry bar at least thirty (30) inches in length









**(AREA 3)**