

**RESOLUTION 2017-73**

**A RESOLUTION TO AMEND THE FRANKLIN POLICE DEPARTMENT  
WRECKER SERVICE POLICY AND AGREEMENT**

**WHEREAS**, the Board of Mayor and Aldermen of the City of Franklin, Tennessee, desire to fairly and equitably authorize and assign wrecker (towing) services to remove and impound large and standard vehicles for non-consensual tows pursuant to Title 15, Chapter 7 of the Franklin Municipal Code; and

**WHEREAS**, the Board of Mayor and Aldermen adopted the Wrecker Service Policy and Agreement on June 13, 2006 (Resolution 2006-39); and

**WHEREAS**, the Board of Mayor and Aldermen desires to amend certain portions of the Wrecker Service Policy and Agreement.

**NOW THEREFORE:**

**BE IT RESOLVED** by the Board of Mayor and Aldermen of the City of Franklin, Tennessee:

1. The City of Franklin hereby adopts the amended Wrecker Service Policy and Agreement attached hereto as Exhibit A.
2. The Police Chief or his/her designee is authorized to execute this Agreement (and all documents pertaining to this Agreement) necessary to carry out the intent of the Policy and Agreement.
3. That this Resolution shall be effective upon adoption.

**IT IS SO RESOLVED AND DONE** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**ATTEST:**

**CITY OF FRANKLIN, TENNESSEE:**

\_\_\_\_\_  
**ERIC S. STUCKEY**

City Administrator/Recorder

\_\_\_\_\_  
**DR. KEN MOORE**

Mayor

Approved as to form:

\_\_\_\_\_  
Tiffani M. Pope, Staff Attorney

**FRANKLIN POLICE DEPARTMENT  
WRECKER SERVICE ROTATION  
POLICY AND AGREEMENT**

This Wrecker Service Rotation Agreement is entered into between \_\_\_\_\_ "the Wrecker Service" and The Franklin Police Department of the City of Franklin, Tennessee ("the City"), on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PURPOSE AND DECLARATION OF POLICY**

The Franklin Police Department enforces state criminal and traffic laws, as well as city ordinances, within the corporate limits of the City of Franklin. Accordingly, the Franklin Police Department periodically tows vehicles as a result of its enforcement duties pursuant to Title 15, Chapters 6 and 7, of the Franklin Municipal Code. To expedite non-consensual towing (defined herein) of vehicles and to fairly and efficiently distribute calls for towing (wrecker) services, the Franklin Police Department maintains a Wrecker Service Call Rotation List. To ensure that the wrecker services listed are safe and reputable, the Franklin Police Department requires specific standards contained within this Agreement that all participating wrecker services must satisfy to be included on the call rotation list. The above-named Wrecker Service freely and voluntarily enters into this Agreement and agrees to satisfy and maintain the requirements contained therein in consideration for placement on the list for so long as the requirements below are maintained. Nothing herein is intended to deprive the owner or driver of an automobile to choose and privately contract with a wrecker for towing and storage services.

**AGREEMENT**

**1. DEFINITIONS:**

"Call rotation" or "wrecker service call rotation list" means a list of wrecker services maintained by the Franklin Police Department and used by its police officers and Williamson County Consolidated Emergency Communications Center for the non-consensual towing of vehicles within the city limits of Franklin.

"Large vehicles" shall mean vehicles that weigh more than 7,000 pounds and that do not fit within the definition of "standard vehicle," including but not limited to, semi-trucks, loaded trucks, trucks with multi-axle trailers, farm equipment, construction equipment and other similar vehicles or equipment.

"Standard vehicles" shall mean passenger-type vehicles that weigh 7,000 pounds or less, including but not limited to cars, pick-up trucks, sport utility vehicles, motorcycles, all-terrain vehicles and other similar vehicles.

"Consensual towing" or "owner's consent" means towing a vehicle at the request of the vehicle's operator through the Franklin Police Department. This occurs only when there is no urgency to have the vehicle removed from its location.

"Non-consensual towing" means removal and towing a vehicle at the direction of the Franklin Police Department pursuant to the Impoundment Code (FMC §15-704) due to the seizure or impoundment of a vehicle, an arrest of the vehicle's operator, a traffic crash, a vehicle illegally

parked or abandoned, immobile or unattended, a vehicle creating a safety hazard, or any other reason that necessitates urgent towing of a vehicle without the vehicle owner's and/or operator's consent.

## 2. POLICY AND COVERAGE:

**A. Eligibility.** The Franklin Police Department maintains a call rotation list that includes only those wrecker services that have entered into a Wrecker Service Rotation Agreement with the City of Franklin and have satisfied all requirements contained in this Agreement. Only those wrecker services that maintain wreckers designed to tow large vehicles shall be called to tow large vehicles. Each operator can only qualify for one spot on the rotation list. No sole proprietor shall have a spot on the rotation list if she/he is a partner in a general partnership that also has a spot on the rotation list.

**B. Order of Rotation List.** Upon establishment of the list of qualified Wrecker Services, the City will then request services from all qualified vendors in rotation. The order on the rotation list shall remain the same for all qualifying wrecker services for a two-year period of the rotation list. No wrecker services shall be added to either rotation list except pursuant to the application process.

**C. Call Rotation List to be Fair; Policy Applies to Non-Consensual Tows Only.** The department shall offer calls for non-consensual towing services fairly and impartially among all wrecker services on the list using an orderly rotation. When the vehicle's owner or operator expresses a preference for a specific wrecker service, and if time permits, the call rotation list will NOT be utilized. However, should a vehicle owner or operator request that the communications center or police officer call a wrecker service and the vehicle owner or operator does not express a preference as to the wrecker service to be called, the next wrecker service on the applicable call rotation list shall be dispatched to the scene.

**D. Two Call Rotation Lists; Rotation.** The Franklin Police Department uses two call rotation lists for all non-consensual towing within the City of Franklin: one for standard vehicles and one for large vehicles. Each list will be kept independently. Once an operator has been summoned by the Police Department to conduct a tow, the service call shall be treated as a rotation list call and the Wrecker Service's name shall be moved from the top of the rotation list to the bottom, regardless of whether the operator was able to perform the actual tow.

**E. Availability of Service; Strict enforcement; Suspension; No substitutes.**

- 1) The Wrecker Service shall maintain a wrecker and driver available for calls twenty-four (24) hours per day, seven (7) days per week, including holidays. The Wrecker Service may give two telephone numbers to be placed on the call rotation list. Should the Communication center or police officer place a call to the telephone number(s) given by Wrecker Service and receive no answer, a busy signal or voice mail, the communications officer will continue to the next wrecker service on the call rotation list.
- 2) The Wrecker Service shall respond to the location of the vehicle to be towed within thirty-five (35) minutes from the time that the Wrecker Service is contacted by the Franklin Police Department. For towing of large vehicles, the Wrecker Service shall respond to the location of large vehicles to be towed within forty-five (45) minutes from the time that the Wrecker Service is contacted by the Franklin Police Department. These time requirements will be strictly enforced as time is of the

essence in this Agreement. The transporting of any vehicle shall be by the most direct route without delay or stops, unless requested by owner or warranted by emergency, to its designation.

- 3) When responding to a call, the Wrecker Service must use its own wrecker. Wrecker companies shall not refer a call to another wrecker company or substitute for each other.
- 4) If the Wrecker Service is unable to respond within the time limits set forth herein shall advise the Franklin Police Department of such so that the next wrecker service on the call rotation can be called. Failure to so advise, exceeding the time limits set forth herein, or not responding on three or more occasions within ninety (90) days, shall result in the Wrecker Service being suspended from the call rotation list for a period of one hundred eighty (180) days. After the one hundred eighty (180) days suspension, the Wrecker Service must sign and submit a new Wrecker Service Rotation Agreement and perform and maintain the requirements contained in this Agreement to be placed back on the call rotation list.

**F. Procedure.** Upon responding to a call for service for non-consensual towing, the wrecker service shall, using due care and commercially acceptable standards in the industry,

- 1) tow or remove the vehicle to its storage facility or other location.
- 2) winch, dolly, or otherwise move the vehicle, as necessary.
- 3) remove all vehicle parts, glass, metal, or plastic, or oil, or other liquid from or at the location from which the vehicle is towed.

**G. Towing Fees.** The Wrecker Service shall comply with the fee schedule below for all non-consensual towing requested or directed by the Franklin Police Department within the City of Franklin.

Fee	For "standard vehicles"	For "large vehicles"
Base fee for the first hour on the scene for vehicles towed at the request of the Franklin Police Department (arrest, crash etc.):	\$125.00	\$200.00
Additional fees for dollies and/or winching: (Note: Additional fees for dollies or winching shall not be charged unless there are extenuating circumstances and such circumstances are documented.)	\$45.00	\$55.00
Charges for labor after the first hour on the scene:	May not exceed a rate of \$60.00 per hour	May not exceed a rate of \$150.00 per hour

Fee	For "standard vehicles"	For "large vehicles"
Fee for mileage for towing within the corporate limits of the City of Franklin:	Included in base fee	Included in base fee
Mileage for towing outside the corporate limits of the City of Franklin: (Note: This fee does not pertain to the initial tow from the scene to any storage lot located outside the corporate limits of the City of Franklin.)	May not exceed \$2.50 per mile	May not exceed \$2.50 per mile
Storage fees for vehicles stored less than 4 hours:	May not exceed \$15.00	May not exceed \$15.00
Storage fees for vehicles stored per 24-hour period:	May not exceed \$25.00	May not exceed \$25.00

**H. Secure, accessible location.** The Wrecker Service shall provide a secure storage location and shall exercise reasonable care to maintain the security of all towed vehicles and their contents. The storage facility shall be secured with fencing at least six (6) feet in height; however, the Police Chief may approve alternative security measures if such measures are found to adequately provide security from vandalism and/or theft. Whenever a storage facility is closed or locked, a conspicuous sign must be posted at the entrance to the storage facility that provides instructions and a local telephone number for obtaining the release of a vehicle when the facility is not open. The local telephone number posted must be able to be answerable twenty-four (24) hours per day, seven (7) days per week, 365 a year and someone must be available at the storage facility to release or provide access to a vehicle within one (1) hour of vehicle owner's request. Personal property in vehicles must be released to its owner in accordance with State law. A conspicuous sign also must be posted at the entrance to the storage facility that provides the Wrecker Service's standard daily storage rate.

**I. Requirements.**

1. **Compliance with all laws.** The Wrecker Service shall maintain each wrecker that it operates within the City Limits of Franklin accordance with all applicable federal, state laws and local ordinances. The Wrecker Service shall maintain a current Business License issued by the City of Franklin and provide timely payment of all business taxes to the City of Franklin. The Wrecker Service shall maintain and provide evidence of all State and County sales or service tax licenses (as required by law or ordinance) for all sales or services it provides within the City of Franklin and shall provide evidence of payment of all State and County sales or service taxes to the Franklin Police Department by July 1st of each fiscal year.

2. **Vehicle markings.** Each wrecker that the Wrecker Service operates, shall visibly indicate on each side of the wrecker the name of the Wrecker Service operating the wrecker.

3. **Emergency Lighting.** Each wrecker that the Wrecker Service operates shall have at least one (1) functional, amber-colored, and rotating or strobe type light permanently mounted on the top of the wrecker. All emergency flashers and directional lights showing to the front of the wrecker must be amber in color.

The towed vehicle must be capable of displaying all lights on the rear of the vehicle while in tow. When this is not possible, a light bar must be attached to the rearmost vehicle in tow. The bar must consist of two (2) tail lamps, two (2) stop lamps and two (2) turn signals. All lights on the light bar must be fully operational.

4. **Equipment.** Every wrecker that the Wrecker Service operates must carry the following items:

- a. Shovel, Axe, Pry Bar, Bolt Cutters;
- b. Heavy Duty Push Broom;
- c. Fire extinguisher (ABC dry chemical fire extinguisher with a minimum capacity of twenty (20) pounds);
- d. Straps with ratcheting capability that provide for the securing and transporting of motorcycles or other/similar vehicles;
- e. Absorbent material (OIL-DRY or similar product); and
- f. Bucket for debris.

**J. Invoicing.** During instances of non-consensual towing, the Wrecker Service shall provide to the vehicle owner (or, in the case of a seized or impounded vehicle, the Franklin Police Department) at the time of payment, or upon request, an invoice that contains, at a minimum, the following information:

- 1) Date and time of the call for service;
- 2) Location of the call for service;
- 3) Description of the towed vehicle (if possible, to include the year, make, model, license plate number, VIN, etc.);
- 4) Location to which the vehicle was towed; and
- 5) Detailed charges for all towing services and/or storage fees.

A copy of the invoice shall also be made available upon request of the Franklin Police Department.

**K. Application; Checklist.**

- 1) The Wrecker Service shall submit to the Franklin Police Department an "Application for Inclusion on Wrecker Service Rotation." Upon receipt of an "Application for Inclusion on Wrecker Service Rotation," the assigned personnel of the Franklin Police Department shall review the application and complete the attached Wrecker Checklist. The inspection shall include: current registration on each wrecker, current insurance information, current business license and the wreckers are carrying all required items specified in this agreement.
- 2) With the "Application for Inclusion on Wrecker Service Rotation," the Wrecker Service shall also submit a photocopy of the driver's license of each wrecker driver employed by the Wrecker Service. Thereafter, the Wrecker Service shall submit to the Franklin Police Department a photocopy of the driver's license of all newly employed wrecker drivers within thirty (30) days of the driver's initial employment. All wrecker drivers

approved by the Police Department will be issued a Driver’s I.D. that must be available upon request of any Franklin Police Officer when towing for the City of Franklin.

- a. **Driver qualifications.** Wrecker Service Drivers must have
  - i. A valid Tennessee Driver’s License. Owner/operators must possess the appropriate driver’s license in accordance with gross vehicle/cargo weight restrictions of the wrecker or intended towed vehicle, as identified by the Tennessee Department of Safety.
  - ii. A criminal history background check performed by the Police Department. Any convictions will be sent to the Chief of Police for approval/disapproval.
  - iii. No DUI or reckless driving convictions within the previous twelve (12 months).
  - iv. No convictions for misdemeanors or felonies that involve crimes of violence, theft, fraud, sale or distribution of drugs, bodily injury and other crimes of dishonesty.

3) **Permit; issuance, maintenance and display.** Once the assigned personnel from FPD determines that the Wrecker Service is in compliance with all of the requirements contained in this Agreement and on the Checklist, the Wrecker Service will receive a Wrecker Service Permit to be placed in a visible location on the front windshield. At this time the Wrecker Service will be added to the call rotation list. After being added to the call rotation list, the Wrecker Service shall perform and maintain the requirements contained in this Agreement to remain on the call rotation list.

**L. Insurance.** Each wrecker service provider approved to be included on the rotation list shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations Aggregate	Certificate of Insurance shall indicate Certificate Holder* as Additional Insured with Additional Insured endorsement attached
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate of Insurance shall indicate Certificate Holder* as Additional Insured with Additional Insured endorsement attached
Workers Compensation	Statutory Limits Include Waiver of Subrogation	Certificate Holder* only
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder* only

	Include Waiver of Subrogation	
Garagekeepers Legal Liability	\$100,000	Certificate Holder* only

If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of the specified term of inclusion on rotation, the wrecker service shall immediately suspend work or supply unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above.

In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of the specified term of inclusion on rotation, then the wrecker service shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and shall, within three (3) calendar days of such learning, notify City of any such material modification or cancellation.

**M. Suspension, Termination.** The Franklin Police Department may suspend or terminate this Agreement for any violation of its provisions. Decisions to terminate or suspend this Agreement may be recommended by the Police Chief or his/her designee. The period of suspension should be recommended by the designee of the Franklin Police Department with final approval made by the Chief of Police of the Franklin Police Department, but a single period of suspension may not exceed twelve (12) months in duration. Decisions to suspend or terminate this Agreement shall be effective immediately. In addition to the previously already stated, grounds for termination or suspension may also include:

- 1) The Wrecker Service's failure to maintain its wreckers in a safe and operable condition and in accordance with all applicable federal, state, and local laws and ordinances.
- 2) The Wrecker Service's failure to maintain proper and adequate insurance as required herein.
- 3) The Wrecker Service's failure to respond to a dispatched call for service in accordance with the requirements and provisions of this Agreement.
- 4) Evidence that the Wrecker Service is charging or attempting to charge excessive or unnecessary fees for towing or storage for any vehicle towed by the Wrecker Service at the direction or request of the Franklin Police Department.
- 5) The Wrecker Service's storage of a vehicle at a location other than a storage facility meeting the requirements set forth within this Agreement without the prior written consent of the vehicle's owner.
- 6) Any other action or activity by the Wrecker Service, as well as its owners or employees, that is not within the best interests of the Franklin Police Department, the City of Franklin or the citizens of Franklin. These actions or activities include but are not limited to, assault of a vehicle's owner or operator, arrests, theft from an owner or operator's vehicle, or negligent or intentional damage to a vehicle owner or operator's property.



7) Upon termination or suspension of this Agreement by the Franklin Police Department, the Chief of Police or his/her designee, shall provide written notice of termination or suspension to the Wrecker Service within seven (7) days of the suspension or termination. The Wrecker Service shall have fourteen (14) days from the receipt of the notice to appeal the decision to the City Administrator or his/her designee. Any appeal must be in writing. Decisions by the City Administrator and his/her designee are final. It is the responsibility of the owner to surrender the I.D. of an employee upon suspension or termination.

**N. Applicable Law/Choice of Forum and Venue.** This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee.

**O. Entire Agreement.** This Agreement represents entire understanding between the parties.

**P. Amendments.** The Chief of Police is authorized to supplement, repeal, or otherwise amend the above terms and conditions at his/her discretion, provided that any such change shall only be effective upon the provision of 14 days' written notice to each wrecker service listed on the then-current rotation list. Said notice is effective when deposited in the U.S. mail to the Wrecker Service's permit address or hand delivered to the operator's permit address and signed for by the Wrecker Service operator or his representative. The Wrecker Service shall have thirty (30) days from the date of the notice of the amendment(s) to request to be removed from the list, otherwise, all wrecker services shall be bound by the new terms and conditions.

The parties have entered into this Agreement on the date entered below.

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

Name of Wrecker Service:

\_\_\_\_\_

\_\_\_\_\_

Chief of Police  
Franklin Police Department  
900 Columbia Avenue  
Franklin, Tennessee 37064  
(615) 794-2513

By:

\_\_\_\_\_  
*(signature)*

Name: \_\_\_\_\_  
*(print)*