

## PUBLIC NOTICE

Ogden City gives notice of its intent to accept applications for the **Non-Preference Tow Rotation Program**. A copy of the application is on file and available at the Ogden City Police Department, 2186 Lincoln, Ogden, Utah 84401 or online at <https://www.ogdencity.com/264/Purchasing>

Ogden City invites those wishing to apply to be included on a three-year rotation, beginning in 2019, to do so between December 3, 2018 and December 21, 2018. Applications will not be received after this date.

New applications must be submitted with a \$200.00 non-refundable processing fee. Those currently on the three-year rotation do not need to fill out a new application. However, the \$100.00 non-refundable renewal processing fee applies.

Submit your application/binder and pay the applicable fees at the Ogden City Police Department located at 2186 Lincoln Avenue, Ogden, Utah 84401. **Submission needs to be completed no later than 3PM on December 21, 2018.**

Questions or concerns may be addressed to Lieutenant Chris Kovalsky 801-629-8201 or [christopherkovalsky@ogdencity.com](mailto:christopherkovalsky@ogdencity.com).

**Published:** December 2 & 9, 2019.

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**DISCLAIMER**

Ogden City Corporation, through the Ogden City Police Department, is seeking to establish a Tow Rotation List, to be used to provide motor vehicle towing, impound, and storage services that are not owner/driver requested or consented to. Ogden City may share this Application and Agreement with Participating Agencies. In this event, Company will be bound to the terms of this Agreement with respect to Participating Agency and will be bound to follow any rules and policies of Participating Agency.

Being on the Tow Rotation List is a privilege and not a right. To be eligible to be on the Tow Rotation List, towing companies must fill out the Tow Rotation Application (“Application”) and must agree to comply with the rules and regulations as set forth in this Tow Rotation Agreement (“Agreement”) and any other rules and policies of Ogden City and/or Participating Agencies. Towing companies on the Tow Rotation List must also follow all federal, state, and local laws and regulations pertaining to towing companies. Failure to comply with the terms of this Agreement or applicable federal, state, and local laws and regulations may lead to sanctions against the towing company.

The signature of the duly authorized representative on the Application and Agreement shall confirm that the entire document has been read, the information provided is complete and accurate, the Company and all employees are bound by all provisions of the Agreement, the Company understands the requirements to be placed on and remain on the Tow Rotation List, the Company accepts the conditions of the Agreement, and the Company accepts responsibility for the actions of its owners, agents, employees and tow truck passengers as they relate to the Agreement and does so with the full understanding that inclusion on the Tow Rotation List is voluntary and a discretionary privilege and not a legal right.

Falsification of any portion of this Application or Agreement or in the documentation provided in support of the Application shall be cause for immediate suspension from the Tow Rotation List and may also be charged as a separate criminal offense.

**MINIMUM REQUIREMENTS FOR TOW ROTATION CONSIDERATION**

The Company is a separate and distinct legal entity for tax purposes. A “DBA” of another legal entity will not be accepted as an applicant for rotation purposes. Sole proprietors will not be accepted. The applicant must be a company or a LLC. A DBA can still be specified. *For example, John’s Auto, LLC, has a registered DBA, JA Towing. The application will be in the name of John’s Auto, LLC, DBA JA Towing.* Only one application per parent company will be accepted. Companies on the rotation shall not share any of the following with another company: tow trucks, telephone numbers, fax numbers, e-mail addresses, business addresses, business licenses, or insurance policies.

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**APPLICATION CHECK LIST**

A copy of the following items **MUST** be provided along with the application and agreement in a **3-ring binder** of sufficient size to accommodate any additions to the application; i.e., correspondence, updates, etc. Please print the name of Tow Company on the front and spine of the binder with dividers labeled defining each section under the headings as follows with documents in the order listed. Typed applications and information are preferred. All handwriting and copies must be legible.

**INCOMPLETE APPLICATIONS WILL BE DENIED**

**COMPANY:**

- Business License for place of business and each yard, or receipt (if license has not yet been received) showing that the Company is licensed as a towing company and has paid all applicable regulatory fees.
- Certificate of Liability Insurance in an amount of at least \$750,000.00, which policy shall contain a provision requiring Ogden City (**attn: Ogden City Purchasing, 2549 Washington Blvd, Suite 510, Ogden, UT 84401**) to be named as “other interested party” for the sole purpose that Ogden City shall be notified by the insurance company of any cancellation, termination or expiration of the insurance policy. Again insured must include:
  - o **Attn: Ogden City Purchasing, 2549 Washington Blvd, Ogden, UT 84401**
- Certificate of Workers Compensation Insurance, which policy shall contain a provision requiring Ogden City (**attn: Ogden City Purchasing, 2549 Washington Blvd, Suite 510, Ogden, UT 84401**) to be named as “other interested party” for the sole purpose that Ogden City shall be notified by the insurance company of any cancellation, termination or expiration of the insurance policy. Again insured must include:
  - o **Attn: Ogden City Purchasing, 2549 Washington Blvd, Ogden, UT 84401**
- The towing rate sheet that is given to customers.
- Signed, completed and notarized application.
- MCS 90 Endorsement.
- Excerpt of company policy requiring random drug and alcohol screening of operators.

**TOW TRUCKS:**

If more than one truck, please compile the following list per truck. Label each truck as 1, 2, 3 etc.

- Utah DMV Registration Certificate for each tow truck to be used for rotation calls.
- UDOT Inspection Form and Certification for each tow truck with date of issue clearly visible.
- Copy of certificate of vehicle insurance listing each truck to be insured.
- Color photos – one each of left, right, front and rear of each truck including the license plate. ***At least four photos must be included for each truck.***

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OPERATORS:

- A BCI Criminal History Report dated within 30 days of application for each tow truck operator that shows “Criminal History Verified” and has Arrest History attachments. Arrests that do not have dispositions listed may not be acceptable for the background check unless the court summary is attached showing disposition of charges. Label drivers individually with all required materials under that driver’s name.
- Color photocopy of Driver License for each tow truck operator.
- Utah Driver License record dated within 30 days of application.
- Photocopy of valid Utah Medical Card as required by UDOT for each tow truck operator.
- Photocopy of towing certification for each tow truck operator.

LOT/YARD:

- Utah State Tax Commission approval letter.
- Central Office Authorization letter, if applicable.
- Copy of lease agreement, if tow yard not owned by applicant.
- Color photos of yard fence, signage and on-site office. Photos must include all signage that leads the public to the company office for pick-up of their vehicle.

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COMPANY INFORMATION

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

Business Name: \_\_\_\_\_

Business License Number and Issuing City: \_\_\_\_\_

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

**\*NOTE: Two companies may share same address, as long as there are separate suites identified.**

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Business Phone Day: \_\_\_\_\_ Night: \_\_\_\_\_ Cell: \_\_\_\_\_

Radio Dispatched: Yes  No  Fax # \_\_\_\_\_ Auto  Manual

Business Ownership: LLC  Corporation

Business Owner (s):

1) Name: \_\_\_\_\_ DOB: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ (business) \_\_\_\_\_ (home) \_\_\_\_\_ (cell)

2) Name: \_\_\_\_\_ DOB: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ (business) \_\_\_\_\_ (home) \_\_\_\_\_ (cell)

Attach additional sheets as necessary.

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**TOW TRUCK OPERATORS**

1) Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Years of Experience: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Med Card Exp \_\_\_\_\_ \*NDCP Certified Yes  No

**FOR OFFICE USE ONLY:** BCI DL REC DL MED-CARD WRECKMASTER/AAA CERTIFICATION\_

2) Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Years of Experience: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Med Card Exp \_\_\_\_\_ \*NDCP Certified Yes  No

**FOR OFFICE USE ONLY:** BCI DL REC DL MED-CARD WRECKMASTER/AAA CERTIFICATION

3) Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Years of Experience: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Med Card Exp \_\_\_\_\_ \*NDCP Certified Yes  No

**FOR OFFICE USE ONLY:** BCI DL REC DL MED-CARD WRECKMASTER/AAA CERTIFICATION

4) Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Years of Experience: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Med Card Exp \_\_\_\_\_ \*NDCP Certified Yes  No

**FOR OFFICE USE ONLY:** BCI DL REC DL MED-CARD WRECKMASTER/AAA CERTIFICATION

Attach additional sheets as necessary.

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**TOW TRUCKS**

1) Year: \_\_\_\_\_ Make: \_\_\_\_\_ Class: \_\_\_\_\_ Lien Holder: \_\_\_\_\_

Utah License#: \_\_\_\_\_ Expiration: \_\_\_\_\_ VIN#: \_\_\_\_\_

Type of Carrier (check all that apply): Wheel Lift  Flat Bed  Optional 4x4  Heavy Duty

**FOR OFFICE USE ONLY:** UDOT INSP DMVREG INS 4 PHOTOS

2) Year: \_\_\_\_\_ Make: \_\_\_\_\_ Class: \_\_\_\_\_ Lien Holder: \_\_\_\_\_

Utah License#: \_\_\_\_\_ Expiration: \_\_\_\_\_ VIN#: \_\_\_\_\_

Type of Carrier (check all that apply): Wheel Lift  Flat Bed  Optional 4x4  Heavy Duty

**FOR OFFICE USE ONLY:** UDOT INSP DMVREG INS 4 PHOTOS

3) Year: \_\_\_\_\_ Make: \_\_\_\_\_ Class: \_\_\_\_\_ Lien Holder: \_\_\_\_\_

Utah License#: \_\_\_\_\_ Expiration: \_\_\_\_\_ VIN#: \_\_\_\_\_

Type of Carrier (check all that apply): Wheel Lift  Flat Bed  Optional 4x4  Heavy Duty

**FOR OFFICE USE ONLY:** UDOT INSP DMVREG INS 4 PHOTOS

4) Year: \_\_\_\_\_ Make: \_\_\_\_\_ Class: \_\_\_\_\_ Lien Holder: \_\_\_\_\_

Utah License#: \_\_\_\_\_ Expiration: \_\_\_\_\_ VIN#: \_\_\_\_\_

Type of Carrier (check all that apply): Wheel Lift  Flat Bed  Optional 4x4  Heavy Duty

**FOR OFFICE USE ONLY:** UDOT INSP DMVREG INS 4 PHOTOS

5) Year: \_\_\_\_\_ Make: \_\_\_\_\_ Class: \_\_\_\_\_ Lien Holder: \_\_\_\_\_

Utah License#: \_\_\_\_\_ Expiration: \_\_\_\_\_ VIN#: \_\_\_\_\_

Type of Carrier (check all that apply): Wheel Lift  Flat Bed  Optional 4x4  Heavy Duty

**FOR OFFICE USE ONLY:** UDOT INSP DMVREG INS 4 PHOTOS

Attach additional sheets as necessary.

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**STORAGE YARDS: All Rotation Yards must be State Tax Commission Approved!**

All of the yards listed must have a yard office that is staffed and open for business during normal business hours, Monday thru Friday, unless a company provides evidence of the Central Office exception in which case yard number one (1) will be listed as the central office and a copy of the written Central Office Authorization from the State Tax Commission - Motor Vehicle Division must be submitted with the Application.

1) Address: \_\_\_\_\_ Yard Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

On Site -Yard Operator Name: \_\_\_\_\_ DOB: \_\_\_\_\_

CHECK One: Own  Lease  Rent

**FOR OFFICE USE ONLY: BUS LIC AGREE ST LETTER LEASE PHOTOS**

2) Address: \_\_\_\_\_ Yard Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

On Site -Yard Operator Name: \_\_\_\_\_ DOB: \_\_\_\_\_

CHECK One: Own  Lease  Rent

**FOR OFFICE USE ONLY: BUS LIC AGREE ST LETTER LEASE PHOTOS**

3) Address: \_\_\_\_\_ Yard Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

On Site -Yard Operator Name \_\_\_\_\_ DOB \_\_\_\_\_

CHECK One: Own  Lease  Rent

**FOR OFFICE USE ONLY: BUS LIC AGREE ST LETTER LEASE PHOTOS**

4) Address: \_\_\_\_\_ Yard Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

On Site -Yard Operator Name \_\_\_\_\_ DOB \_\_\_\_\_

CHECK One: Own  Lease  Rent

**FOR OFFICE USE ONLY: BUS LIC AGREE ST LETTER LEASE PHOTOS**



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**DEFINITIONS:** As used in this Application/Agreement:

- (1) “Agency” means: the Ogden City Police Department and Participating Agencies.
- (2) “Company” means: the towing company making application for tow rotation.
- (3) “Coordinator” means: for Ogden City: Assistant Chief of Police Eric Young, or his designee. Each Participating Agency shall designate its own Coordinator.
- (4) “Normal Business Hours” means: 8:00 A.M. to 5:00 P.M., or 9:00 A.M. to 6:00 P.M., Monday through Friday, excluding Holidays.
- (5) “Operator” means: an approved tow truck driver/operator.
- (6) “Participating Agency” means any governmental agency participating with Ogden City in this Application and Agreement.
- (7) “Yard” means: a storage yard approved by the Utah State Tax Commission.
- (8) “Weber Area Dispatch” means the Weber Area Dispatch 911 and Emergency Services District.

**TERMS, CONDITIONS, PROCEDURES, AND AGREEMENT**

**I. The Company**

- (1) This Agreement expires each year on December 31.
- (2) The Company is responsible for providing vehicle towing, impound and storage services that are not owner/driver requested or consented to, upon contact by the private tow dispatch service operating in conjunction with Weber Area Dispatch. By entering into this Agreement, Company agrees to provide such services on behalf of Agency.
- (3) The Company agrees to pay any fees required by Weber Area Dispatch to manage the Tow Rotation List.
- (4) The Company is responsible and will ensure that employees are aware of and comply with the requirements of this Agreement.
- (5) The Company will ensure that all operators, assistants and trainees have sufficient experience and/or training in currently recommended towing techniques and are capable of performing their duties in a lawful, safe, proper, and effective manner.
- (6) The Company will be available 24-hours a day, 7-days a week. When requested by the Agency to tow and/or store a vehicle, the **operator shall respond within the maximum twenty-minute time frame** (except heavy duty), unless otherwise excused by the Coordinator because of inclement weather, unusual traffic conditions, or excessive distance.
- (7) A company that does not respond to a rotation call may be subject to suspension from the rotation.
- (8) The day and night business phone number shall be answered in the name of the Company.
- (9) In order to aid in communication, the Company shall have a fax machine that will automatically receive any incoming fax that is sent to it.
- (10) The Company shall notify the Coordinator in writing within 10 days of any changes in the

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information submitted with this Application, i.e., operators' terminations, retired trucks, phone numbers, etc. If the Company desires to make an addition to the information submitted with this Application, i.e. new operators, new yards, new trucks, etc, after the final approval letter has been issued, the Company shall submit a new signed page with the additional information to the Coordinator. Any new operators, yards, tow truck operators, trucks, etc., are **not** to be used until the proper paperwork has been filed and approved by the Coordinator. If the Company is found to use any operators, yards, trucks, etc. that have not been approved, this will be cause for suspension of the Company.

- (11) Only a towing company that was called from the tow rotation list may respond to a tow request. Any other towing company that was not specifically called may not respond on behalf of another towing company regardless of the circumstances. The Company shall not be allowed to tow a vehicle on behalf of another company. If the Company fails to respond when it was called, it shall be placed on the bottom of the towing rotation list.
- (12) The Company will maintain complete and accurate records of all Agency rotation tows and shall provide the Coordinator with such records as requested. Failure to maintain such records may result in suspension of the Company from the rotation.
- (13) The Company shall respond with its own equipment that is permanently marked as such and will not use another towing company's equipment on a "Temporary Lease" or substitute or backup basis.
- (14) If the Company gets called on a rotation it cannot service due to special equipment needs, it will have to deny the request. The Company will remain at the top of the rotation for the next tow.
- (15) If the Company needs to pass a call because it is on a rotation call within Weber/Morgan County, it will not lose the rotation spot. The rotation call will go to the next company in the rotation and the first-called tow company will be up for the next call. This pertains only to rotation calls within Weber/Morgan County. If the Company is on a private call or a non- Weber/Morgan County rotation call, and needs to pass on the call, the Company will lose its spot in the rotation for the Ogden tow rotation.
- (16) The Company shall submit to unannounced tow truck equipment inspections by the Agency and must successfully pass said inspections in order to remain on the rotation. The Company shall submit to unannounced yard inspections during normal business hours by the Agency during the course of the rotation year for each yard used to store towed vehicles and must successfully pass said inspections to remain on rotation. If it is determined that the onsite yard office is not staffed and open for business as required by R873-22M-17(6)(a), the Company may be suspended from the rotation.
- (17) UDOT has clarified charging of fees other than those allowed in Utah Code Ann. § 72-9-603 to mean that the imposition of other fees, regardless of the name given to describe them, violates this law. One exception has been granted for a reasonable after hour gate fee as long as a signed waiver is obtained from the owner indicating consent to pay this additional fee. Charging unauthorized fees will result in an immediate suspension of the Company from the rotation.
- (18) The Company shall ensure that tow truck operators provide only those services that are necessary or requested and shall, at the time of the tow, provide the owner or driver (if present at the scene) of the vehicle: the location where the vehicle will be stored, a copy of the current rate schedule, and the terms of the vehicle recovery.

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- (19) The Company shall ensure that once an operator is given control of the vehicle at the tow site, notation is made on the invoice of the description of any property that is removed from the vehicle, and the name of the person removing it.
- (20) The start date/time or time dispatched and en route, and end date/time or time towed vehicle is delivered to the storage yard, removed from the tow truck and associated paper work is finished, shall be written on all service tickets by an operator at the time of the tow. All time shown must be directly attributed to the towing assignment and must be reasonable and consistent with the location of the tow and the type of tow.
- (21) The Company shall make every effort to resolve legitimate claims for damage or theft that are obviously related to the towing and/or storage of the vehicle and shall do so in a timely manner. Vehicles that are damaged as a result of the tow may result in the suspension of the Company from the rotation.
- (22) A notification to the Agency from the insurance provider that the Company insurance policy has been cancelled shall result in the immediate suspension of the Company from the rotation. In as much as the Company receives the same notification, no notice of suspension will be provided. If the cancellation was the result of a change in insurance providers, it is the responsibility of the Company to provide the Coordinator with a Certificate of Insurance from the new insurance provider as soon as possible.
- (23) The Company shall ensure the Coordinator is provided evidence of Workers Compensation Insurance and shall maintain said coverage throughout the rotation year. The Exclusion Waiver Endorsement (a statement that you do not want workers compensation on yourself and that you have no employees) is not acceptable.
- (24) Any threat made by a Company employee to a member of the public, or an Agency employee will result in an immediate suspension of the Company from the rotation.
- (25) The Company shall ensure that operators do not leave the scene of a rotation call on a traffic accident until all debris, oils, and radiator fluids (including all absorbent material) have been properly removed from the roadway as coordinated by an officer at the scene.
- (26) The Company shall provide renewal copies of business license, insurance, registration, and driver certificates to the Coordinator at the time the business license, insurance, registration, and/or driver certificates are renewed.
- (27) The Company or its owners shall not have been convicted within the last five (5) years, including a plea in abeyance, of any felony or misdemeanor crime involving violence, moral turpitude, weapons, or illegal use of any controlled substance, or other civil or criminal convictions related to the conduct of the tow company business.
- (28) The Company shall require random drug and alcohol testing of operators.

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**II. TOW TRUCK OPERATORS:**

- (1) Operators shall comply with federal, state and local laws and regulations when engaged in rotation towing for the Agency.
- (2) Each truck operator must comply with the criteria listed below as evidenced by a background check:
  - (a) No misdemeanor convictions, other than minor traffic violations, in the preceding 12 months.
  - (b) No felony convictions, or convictions for any crime involving theft, sexual improprieties, illegal drugs, DUI, or alcohol related driving offenses, or other convictions related to the conduct of the tow company business, in the preceding five years.
  - (c) Operators who have any convictions on their BCI record may be subject to further review and approval by Ogden City.
  - (d) An operator shall not have had driving privileges under revocation or suspension within two (2) years of the date of application.
- (3) Serious operator error will result in an immediate suspension of the Company from the rotation. The Coordinator shall determine if a violation is serious.
- (4) Using an operator who is not in compliance with the terms of this agreement on a rotation call may result in the suspension of the Company from the rotation.
- (5) Operating a tow truck in violation of the law may result in the suspension of the Company from the rotation.

**III. TRUCKS AND EQUIPMENT:**

- (1) Each tow truck shall comply with the safety equipment requirements found in Title 72, Chapter 9, Part 6 of the Utah Code, and Utah Administrative Code R909-19 which can be found on-line at [www.udot.utah.gov](http://www.udot.utah.gov). All equipment shall be permanently marked and specific to the truck.
- (2) Each tow truck shall have whatever equipment is necessary to safely tow the vehicle and clean up any debris. All equipment shall be permanently marked, specific to the truck.
- (3) The Company shall ensure operator compliance in that each tow truck that responds to the tow of a motorcycle shall be so equipped as to provide for one person loading and safe and secure upright transport of the motorcycle.
- (4) Each tow truck shall be registered in the name of the Company and/or owner, and the address shown on the registration must be the same as the Company address listed on the business license.
- (5) For the purposes of the tow rotation, the Company name, city, state, and UDOT number must be permanently marked on the vehicle.
- (6) Using an unauthorized tow truck on a rotation call will be cause for immediate suspension of the Company from the rotation.

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**IV. STORAGE YARD/ LOT:**

- (1) Yards/Lots shall be in compliance with all state laws and regulations.
- (2) Yards used by this Company for rotation purposes must be state tax approved and currently in compliance with all State Tax Commission and rotation requirements, and will remain in compliance for the duration of the rotation period. State Tax requirements are minimum requirements and state tax approval is not to be considered as a guarantee that the yard will be approved for the rotation.
- (3) The Company shall provide the Coordinator with a copy of the Central Office Authorization as permitted in R873-22M-17. This can be a letter from the State Tax Commission designating the Central Office or a copy of the yard inspection designating the Central Office.
- (4) A single yard may be divided, but must be separated by secure fencing to delineate space controlled by the Company, and must be marked with information regarding the Company.
- (5) Towing companies that are authorized to maintain multiple storage areas that are served by a central office, upon contact by the vehicle owner or authorized agent:
  - (a) Shall, during normal business hours, respond to the yard within 20 minutes or shall respond by appointment at the discretion of the vehicle owner or authorized agent;
  - (b) Shall, not charge the vehicle owner or authorized agent an additional fee for responding to the yard during normal business hours for purposes of:
    - (i) Releasing a vehicle;
    - (ii) Releasing personal property contained within the vehicle; or
    - (iii) Inspecting condition of the vehicle.
  - (c) Shall not require the vehicle owner or authorized agent to respond to more than one towing company location to arrange for and obtain the release of the vehicle.
- (6) The Company shall provide owner access to vehicles towed subject to a rotation call on a 24hour, 7-days a week basis and the fee for other than regular business hours retrieval shall be reasonable and shall not exceed that allowed by statute. The Company shall obtain a signed waiver from the owner indicating consent to pay the after hour release fee.
- (7) Yards that experience frequent problems with theft from, or vandalism to towed or stored vehicles will be removed from the rotation.
- (8) Vehicles shall not be towed to a yard other than the appropriate approved yard or transferred from said yard without prior notification and approval of the Coordinator with the exception that any vehicle that qualifies for a State Tax Sale (at least 30 days old) may be transferred to another yard for purposes of the State Tax Sale without any prior notice to the Coordinator providing that the date of said transfer and the yard transferred to is recorded on the original invoice.

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- (9) The subject vehicle will be towed to the nearest approved rotation area yard owned by the Company, unless the owner or operator of the vehicle requests that the vehicle be taken to another location, in which case the request will be honored upon satisfying the lawful towing company requirements for payment for services.
- (10) All property removed from towed vehicles by the Company for “safe keeping” must be listed on the invoice that is to be received by the vehicle owner. A company that follows this practice must have a company policy in place and must provide a copy of such to the Coordinator. Policy should include: type of property, where it will be kept, who will be responsible for making certain that it is returned to the owner, who will release the property, only property not attached to the vehicle, etc.
- (11) The Company shall ensure that the storage yard operator maintains a log of individuals who have been given access to vehicles for the purpose of removing personal property and such log shall show the name, vehicle, date, time, and receipt number.
- (12) Using an unauthorized yard/lot will be cause for immediate suspension of the Company from the rotation.

**V. COMPLAINTS:**

Complaints regarding wrecker service from law enforcement agencies participating in the tow rotation program will be brought to the attention of the Ogden Tow Coordinator. They will be reviewed at the Law Enforcement sub-committee (organized by Weber Area Dispatch 911). The Law Enforcement sub-committee will determine if the complaint is founded, is in violation of this agreement and recommend sanctions to the Operations Advisory Committee (organized by Weber Area Dispatch 911). The Operations Advisory Committee, upon agreement with the findings and recommendations will issue the sanctions. Sanctions for permanent or extended removal from the tow rotation may be appealed to a committee of the Weber Morgan Area Chiefs of Police and Sheriff’s group by providing written notice of appeal no later than ten (10) calendar days after the date of the decision of the Operations Advisory Committee. Sanctions will be:

- 15 DAYS REMOVAL FROM THE TOW ROTATION FOR ALL AGENCIES FOR A FIRST OFFENSE
- 30 DAYS REMOVAL FROM THE TOW ROTATION FOR ALL AGENCIES FOR A SECOND OFFENSE
- PERMANENT OR EXTENDED REMOVAL FROM THE TOW ROTATION FOR ALL AGENCIES FOR A THIRD OFFENSE. THE OPERATOR MAY MAKE A WRITTEN REQUEST FOR A HEARING PRIOR TO A DETERMINATION OF A PERMANENT OR EXTENDED SANCTION FOR A THIRD OFFENSE.

**VI. APPLICATIONS:**

During a period of time in November and December of each year Ogden City will receive and review applications for the non-preference tow rotation program. Applications approved during this time period will be eligible to join the program for the following calendar year. There will be an application and review period in May and June to review any new companies applying to join the program for the remainder of the calendar year. Approval for the participation program will only be made during these two periods. The application periods will be announced through formal public notice.

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**VII. GENERAL TERMS:**

- (1) This Agreement contains the entire agreement between Agency and Contractor and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties.
- (2) The provisions of this Agreement shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Agreement or the breach thereof. Venue shall be in Ogden City, in the Second Judicial District Court for Weber County.
- (3) A declaration by any court, or any other binding legal source, that any provision of this Agreement is illegal and void shall not affect the legality and enforceability of any other provision of this Agreement, unless the provisions are mutually dependent.
- (4) The Company agrees to indemnify, save harmless, and release Ogden City, Participating Agencies, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the acts or negligence of the Company's officers, agents, volunteers, or employees, but not for claims arising from the Agency's sole negligence.
- (5) This Agreement may be amended, modified, or supplemented only by written amendment to the Agreement, executed by authorized persons of the parties hereto, and attached to the original signed copy of the Agreement. Automatic renewals will not apply to this contract.
- (6) Agency reserves the right to modify applicable policies, including the requirements set forth in this Agreement, without prior notice to Company, and will provide copies of any updated policies or provisions to companies on the tow rotation list within a reasonable time after such modification.
- (7) Unless Company is a current tow provider under a valid contract with Agency at time of submittal of an Application, Company shall not participate in the tow rotation until Company has been notified in writing by Agency of the approval of its Application.
- (8) Employment Status Verification. The Company warrants that it is in and shall remain in compliance during the term of this Agreement with the Status Verification System requirements of Utah Code Ann. § 63G-11-103.

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**IN WITNESS WHEREOF**, I hereby declare under criminal penalty of the State of Utah that the information contained in the foregoing Application is true and correct. I agree to be bound by all of the terms and conditions contained in the foregoing Agreement and acknowledge that by signing below I agree to accept responsibility for ensuring that all employees of the Company comply with the provisions of the Agreement.

Executed on: \_\_\_\_\_  
Date

COMPANY

\_\_\_\_\_  
Print Company Name

\_\_\_\_\_  
Signature of Company Representative

State of Utah                    )  
  :ss  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 201\_, personally appeared before me \_\_\_\_\_, the signer of the foregoing instrument who duly acknowledged to me that he/she executed the same.

\_\_\_\_\_  
Notary Public