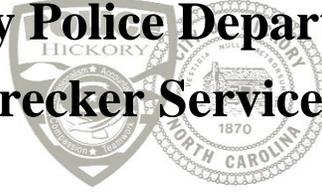


Hickory Police Department's Rotation Wrecker Service Agreement



The Rotation Wrecker Schedule is designed to provide assistance to the motoring public who with their consent requests tow service from an employee of the Hickory Police Department or when the Hickory Police Department must tow a vehicle without the owner's consent due to a police related function. The Rotation Wrecker Schedule allows HPD employees to make unbiased requests for wrecker services in order to perform police duties or to provide assistance to the motoring public. Therefore, it is in the best interest of the Hickory Police Department to regulate the wrecker services assigned to the Rotation Wrecker Schedule to ensure a consistent and fair process for all involved.

Failure to comply with the regulations of this agreement may result in immediate removal from the department's Rotation Wrecker Schedule.

I. Administrative Responsibility

The Chief of Police or his designee shall be the responsible agent for maintaining a list of eligible wrecker/towing services and ensuring that criteria as set out in this agreement are strictly adhered to both initially and following execution of this agreement.

II. Wrecker Service Application/Agreement

It is the policy of the Hickory Police Department that any applicant desiring to perform wrecker/towing services at police request shall submit a wrecker service application/agreement to the Chief of Police. Each applicant shall attend an annual meeting held in the fall of every year at the Hickory Police Department. Each wrecker service will be required to submit an application annually by November 1st of each year. Application review and inspections will be completed by December 15th and applicants will be notified if they are approved for the Rotation Wrecker Schedule to begin on January 1st of the upcoming year. If approved and executed, this agreement shall be in effect and valid through December 31st of the year the agreement was executed.

III. Duties and Requirements of Wrecker Tow Services

It will be the responsibility of each applicant to assure continued compliance with all provisions and requirements set forth in this agreement.

IV. Facility and Availability Requirements

- A. The wrecker company shall have its staffed business location within the corporate limits of the City of Hickory and have a wrecker, which passes all minimum requirements set forth by state law and this agreement.
- B. The wrecker service shall maintain a safe area for all vehicles towed which shall be approved by the Chief of Police or his designee. This may be a locked building, a secured fenced in area or combination of both. For outside fenced storage areas, the fencing must be at least six feet in height with a locked gate and the lot must have a paved or gravel surface. The security measures must prevent unauthorized people from gaining access to stored vehicles and other property. Approved storage facilities must be located within city limits of Hickory. The City of Hickory, the Hickory Police Department and its employees shall assume no liability for storage of any vehicle.
- C. Each wrecker service shall be available and provide 24-hour, 7 day-a-week, on-call service. Each wrecker service shall also have personnel on their premises during business hours which is typically 8:00 am to 5:00 pm, Monday through Friday.
- D. Agreements may be made between wrecker services on the Hickory Police Department Rotation Schedule and private garages and/or other companies to provide their tow services. Notification of such agreements must be supplied to the Hickory Police Department in the form of a letter signed by the owners of both wrecker service and the other company. (Example: wrecker service and automobile dealer) The combined services between the two companies must meet all of the requirements of towing and storage set forth in this agreement.
- E. Wrecker response time shall not exceed 20 minutes from the time they are contacted by Hickory Police Communications. This measure of time will be under normal traffic conditions, obeying all traffic laws. The towing officer is responsible for notifying Hickory Police Communications when the wrecker exceeds the limit and the next Wrecker Company is to be contacted. The original Wrecker Company will not be allowed to pick up the vehicle even if they show up on the scene after another wrecker company has been dispatched. The Telecommunicator will note the actions in CAD and the company that did not respond within the allotted time will forfeit that spot on the wrecker list and will rotate to the bottom.
- F. Repeatedly failing to answer the phone or respond will be considered a breach of the Rotation Wrecker Service Agreement and will be grounds for removal from the rotation list.

V. Minimum Equipment Requirements for Wrecker Services Placed Upon the Rotation Schedule

A. Wrecker service vehicles shall be marked on each side by printing the wrecker service name, city and state in at least three inch letters. No magnetic or stick-on signs shall be used. Decals are permissible. The wrecker service operator shall provide a business card to the investigating officer or person in apparent control of the vehicle before leaving the scene.

B. Equipment (minimum): Each rotation wrecker will have a minimum of:

1. Required Lighting (Headlights, Brake Lights, Directional Signals)
2. Amber Flashing Light (N.C.G.S. 20-130.2)
3. Current State Inspection or Federal Inspection for Large Wreckers
4. Shovel and broom
5. Dollies
6. 100 Foot Cable
7. One (1) ten-pound dry chemical fire extinguisher with a "B.C." rating
8. Jumper Cables or Battery Jump Box
9. Three (3) or more thirty (30) minute flares, electric lamps, roadway LED lights or equivalent
10. No less than five (5) gallons of clay-based oil absorbent compound.
11. Reflective Safety Vest (For Wrecker Driver)

VI. Inspections

All rotation wrecker services will allow periodic inspections by designated members of the Hickory Police Department to assure compliance with all state and local statutes and regulations of the Police Department. The members of the Police Department, who will conduct all routine inspections, will be designated by the Chief of Police.

VII. Liability-Insurance Requirements

The wrecker service shall adhere to all Federal and State laws, as well as, local ordinances and regulations related to registration and operation of wrecker service vehicles. The wrecker service shall have liability insurance as required by G.S. 20-309 with a minimum amount of \$300,000 of liability coverage. In addition, the policy shall include garage keeper's liability coverage. Proof of coverage shall be filed with the Police Department prior to the wrecker company being placed on the Rotation Wrecker List.

VIII. Requirements for Drivers Operating Wreckers on the Rotation Wrecker List

All wrecker operators are required to possess the proper class of driver's license for all vehicles they will be operating for the rotation wrecker company.

Upon application to the Hickory Police Department Rotation Wrecker List, the owner shall ensure that he/she and each wrecker driver has not been convicted of, pled guilty to, or received a prayer for judgment continued (PJC):

1. Within the last five years of the following offenses:
 - a. A first offense under N.C.G.S. 20-138.1, 20-138.2, 20-138.2A, or 20-138.2B (impaired driving)
 - b. Any misdemeanor involving an assault, an affray, disorderly conduct, being drunk and disruptive, larceny, or fraud
 - c. Misdemeanor speeding to elude arrest
 - d. A violation of N.C.G.S. 14-223, resist, obstruct, delay an officer
2. Within the last ten years of:
 - a. Two or more offenses in violation of N.C.G.S. 20-138.1, 20-138.2, 20-138.2A, or 20-138.2B
 - b. Felony speeding to elude arrest
 - c. Any Class F, G, H, or I felony involving sexual assault, an assault, affray, disorderly conduct, being drunk and disruptive, fraud, larceny, misappropriation of property, or embezzlement
3. At any time of:
 - a. Class A, B1, B2, C, D, or E felonies
 - b. Any violation of N.C.G.S. 14-24.2, assault with deadly weapon on a government officer or employee, 14-34.5, assault with firearm on a law enforcement officer, or 14-24.7, assault on law enforcement officer inflicting injury

- c. Any violation of N.C.G.S. 20-138.5, Habitual DWI.
- 4. For convictions occurring in federal court, another state or country, or for North Carolina convictions for felonies which were not assigned a class at the time of conviction, the North Carolina offense which is substantially similar to the federal or out of state conviction, or the class of felony which is substantially similar to the North Carolina felony shall be used to determine whether the owner or driver is eligible. Any question concerning a criminal record should be discussed with the Chief of Police or his/her designee.

IX. Service Requirements

- A. All wrecker rotation companies will be responsible for ensuring that their employees serve the public in a courteous, helpful and impartial manner. All employees of the company in both field and office shall refrain from belligerent behavior, racial remarks, and/or profanity. Such behavior may result in the removal of the individual employee or company from the rotation list.
- B. Wrecker drivers shall obey all lawful orders and directions given by police officers while at the incident location.
- C. Operators of wreckers will be responsible for clean-up of the scene of each accident they service, including the removal of all glass and debris from the roadway and right-of-way.
- D. Wrecker services shall secure all personal property at the scene of a collision to the extent possible and preserve personal property in a vehicle which is about to be towed.
- E. When a request for a rotation wrecker is made by the officer and not the vehicle owner's request, a tow slip will be completed by the officer documenting the contents of the vehicle. A copy of this form will be signed by the wrecker driver indicating his/her concurrence with the inventory of the vehicle. The officer should also note the release procedure on the form, which will generally include the requirement of the owner to prove ownership and payment of wrecker and storage fees to the wrecker company.
- F. Rotation wrecker services shall allow owners and/or insurance appraisers access to stored vehicles, during regular business hours at no cost, regardless if payment of towing or storage fees have been made, except in cases where an investigative hold has been placed on the vehicle by an HPD officer. Proof that a person is an owner or representative of an insurance company with an interest in the vehicle may be requested by the wrecker company. Wrecker companies may not restrict owners from removing personal belongings from their vehicles. Wrecker companies may restrict owners from removing anything that is bolted to or a part of the vehicle unless the wrecker and storage fees have been satisfied and the vehicle has been released back to the owner. Representatives of insurance

companies shall be allowed access only to the extent necessary to photograph and complete a damage estimate.

- G. All wrecker companies on the HPD rotation wrecker list shall maintain towing manifests and records relating to all vehicles towed as part of a rotation wrecker request. These records shall be made available to the Chief of Police or his designee upon request.

X. Wrecker and Storage Fees

A price list shall be furnished in writing to the police department designee for each class of wrecker, and for each class, the fee for standard towing, heavy-duty towing, storage and any other services not included in a standard tow. This information will be provided by each wrecker company as part of the yearly application process. The prices indicated on this list shall be the maximum amount that would be charged for a particular service; however, this does not prevent charges of a lesser amount for said service.

Rotation wrecker companies may charge a reasonable fee to owners of vehicles wishing to access their vehicles after normal business hours. The maximum after-hours access fee will be set based on a comparison of fees from wrecker companies in Catawba County. Storage fees may not be collected from the owner operator for any day in which the owner could not retrieve the vehicle due to an act or omission on the part of the wrecker service.

The Chief of Police or his designee will determine the maximum chargeable fees based upon the average of the proposed maximum fees submitted by each of the rotation wrecker applicant companies and a comparison of fees charged by those wrecker companies within Catawba County not on the Hickory Police Department rotation wrecker list. A maximum fee schedule for rotation wrecker services will be attached to this agreement for the applicable year. The intent of this clause is to provide consistency in services and fees of all companies on the rotation wrecker list.

XI. Failure to Comply

The Chief of Police or his designee shall have the authority to deny, suspend or remove any driver or company from the Hickory Police Department rotation wrecker list where facts or circumstances exist which indicate potential involvement in unethical or criminal activity by the wrecker driver or company.

Failure to comply or remain in compliance with any of the requirements of this agreement, City of Hickory Codes or City of Hickory Planning and Development Department Codes may result in the immediate removal of the wrecker service from the Hickory Police Department's Rotation Wrecker Schedule by the Chief of Police.

I, _____ acknowledge and understand the requirements and regulations as set forth in this agreement.

I certify that I am now in full compliance with these requirements and regulations and agree to comply with these terms at all times while my wrecker service is on the Hickory Police Department's Wrecker Rotation List. I understand that my failure to comply with these terms will result in removal of my wrecker service from HPD's Wrecker Rotation List.

This agreement is valid from January 1, _____ to December 31, _____.

Print Name:
Company:
Signature:
Date:

STATE OF _____

COUNTY OF _____

Witness my hand and official seal, this the _____ day of _____,

(Month) _____ (Year) _____

Notary Public: _____

Printed Name: _____

My Commission Expires: _____