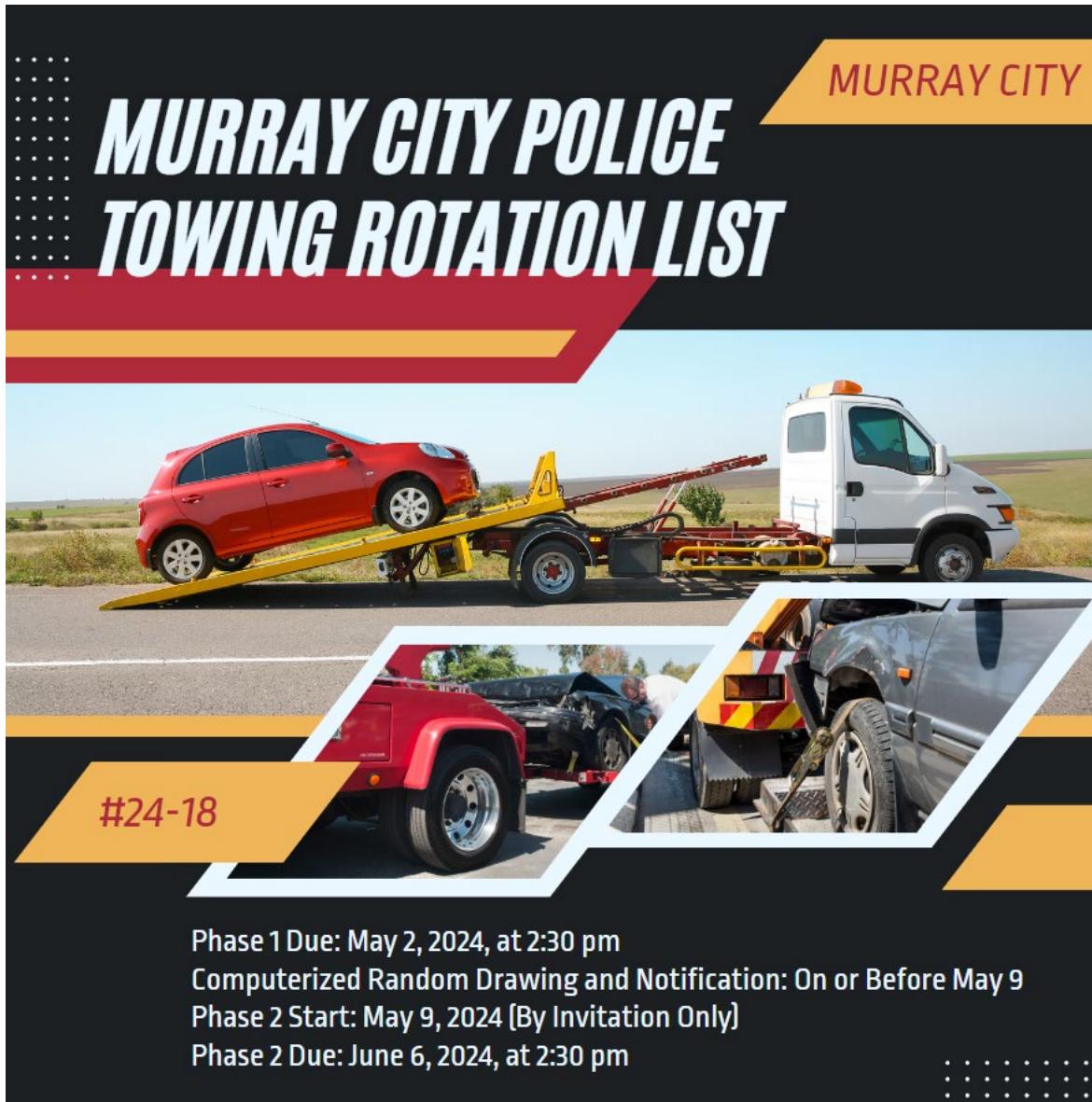


Murray City Police Department

Towing Rotation List Application and Agreement



MURRAY CITY

MURRAY CITY POLICE TOWING ROTATION LIST



#24-18

Phase 1 Due: May 2, 2024, at 2:30 pm
Computerized Random Drawing and Notification: On or Before May 9
Phase 2 Start: May 9, 2024 [By Invitation Only]
Phase 2 Due: June 6, 2024, at 2:30 pm

Phase 1 of 2

Invitation # 24-18

Phase 1 Due: May 2, 2024, 2:30 pm

MCPD STATE IMPOUND AND ROTATION TOW AGREEMENT

Page 2 of 32

Dear Tow Truck Owner,

I am writing to inform you of an important update regarding Murray City's Police Department Towing Rotation List procurement process.

In the past, we have traditionally requested potential towing companies to submit an application packet and all required documentation upfront before the selection process was complete. However, in our ongoing efforts to streamline and improve our procurement procedures, we have decided to implement a two-phased approach for this year's Request for Proposals (RFP) for the Towing Rotation List.

Phase 1 of the RFP process will start with a request for any towing company interested in being on Murray City's PD Rotation List to submit a Letter of Intent (Attached – Phase 1), on or before May 2, 2024. During the week of May 2-9, Murray City Police Department will review all received Letters of Intent and conduct a computerized random drawing to select 15 towing companies to move forward into Phase 2 of the application process.

Those 15 selected companies will then have until June 6, 2024, to submit the entire application packet (Attached – Phase 2). It is important to note that failure to meet this deadline or the minimum requirements outlined in the RFP will result in disqualification from being included on the pre-approved towing rotation list until the next request for towing applications is initiated.

I would like to emphasize that all vendors who submit a Letter of Intent will be notified whether they have been selected to proceed to Phase 2 or not by email on May 9, 2024. We have implemented this two-phased approach to alleviate the burden on vendors by allowing them to bypass the strict process of meeting minimum requirements before the final selection of 15 providers is made.

Furthermore, if one (or more) of the 15 selected vendors fails to meet the minimum requirements of the Phase 2 requirements before the deadline, Murray City will reach out to alternative companies who were ranked 16th, 17th, 18th, and so forth.

We believe that this revised process will enhance efficiency, fairness, and transparency in our procurement process while also providing an opportunity for a broader pool of towing companies to participate.

It's important to note that due to the random selection process and the limited number of providers chosen, submitting a Letter of Intent does not guarantee placement on the rotation list. Should you have any questions or require further clarification regarding this two-phased RFP process, please do not hesitate to contact Laura Bown, Murray City Purchasing Agent, lbown@murray.utah.gov.

Thank you for your attention to this matter, and we look forward to your continued participation in Murray City's procurement processes.

Sincerely,
Laura Bown
Purchasing Agent
Murray City

Phase 1: Towing Rotation Request - Intent to Apply Form

Company Name: _____
Contact Person: _____
Phone Number: _____
Email Address: _____
Physical Address: _____

By submitting this Intent to Apply Form, our company acknowledges and agrees to the following:

1. We have read and understand the requirements for being on the Towing Rotation List (TRL) as outlined in the Phase 1 letter.
2. If selected for Phase 2, we agree to fill out the official Towing Rotation Application and provide all required documentation on or before the deadline of **June 6, 2024, at 2:30 pm.**
3. We understand that submitting this form does not guarantee placement on the TRL, as selection for Phase 2 will be done by computerized random selection.
4. If selected for Phase 2, we agree to comply with all rules, regulations, and requirements outlined in the Towing Rotation Application.
5. We acknowledge that being on the TRL is a privilege and not a right, and that failure to comply with the terms of the application or applicable federal and state laws and regulations may lead to sanctions and disqualification from the rotation list for a year.
6. We confirm that our company meets the minimum requirements for rotation consideration, including:
 - a. Having an approved yard within Murray City with a minimum of 2,400 square feet to accommodate eight (8) vehicles.
 - b. Being a separate and distinct entity from other towing companies, not sharing tow trucks, tow truck operators, telephone numbers, business licenses, or insurance policies.
 - c. Being able to tow both "hold for owner" and "state tax" vehicles.
 - d. Being able to accept cash or credit card payment at the scene of a tow.
7. We understand that if selected for Phase 2, we will be required to provide the documentation listed in the Application Checklist, and that failure to provide complete and accurate information may result in disqualification from the TRL.

By signing below, I certify that I am an authorized representative of the company and that the information provided in this form is true and accurate to the best of my knowledge.

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Please submit this completed form to the Murray Police Department by **May 2, 2024, 2:30 pm,** to be considered for the Phase 2 Towing Rotation Application process.

PHASE 1 SUBMISSION GUIDELINES:

Please submit your Intent to Apply responses as follows:

Sealed Intent to Apply may be electronically submitted, mailed, or hand-delivered to:

Murray City Corporation
Attn: Laura Bown, Purchasing Agent
10 East 4800 South, Room 155
Murray, UT 84107

INSTRUCTIONS:

Murray City WILL accept hand-delivered, mailed, AND ELECTRONIC ONLINE submittals through U3P (formally known as Sciquest):

- For ELECTRONIC SUBMISSIONS: Proposals submitted electronically through the Utah Public Procurement Place may require uploading of electronic attachments. The U3P will accept a wide variety of document types as Word, Excel, and PDF attachments but not all. You MAY NOT submit documents that are embedded (zip files), movies, wmp, and mp3 files or password-protected files, etc. Such actions may cause your proposal(s) to be deemed as "Non-responsive". When submitting an offer electronically through the U3P, please allow enough time to complete the online forms and upload documents. The solicitation will end at the closing time listed in the offer. If you are in the middle of uploading your documents at the closing time, the system will stop the process and your offer will not be received by the system. It is recommended that the submission process be completed the day before the due date, with the knowledge that any changes/updates will be accepted up to the due date and time.
 - IF you have not uploaded a response in U3P before, it does take some time. Please make sure all bids are submitted before the due date/time. U3P will cut you off if you have not submitted everything before the bid opening.
 - Jaggaer customer support may be contacted at (800) 233-1121 for guidance on the U3P site.
- For HAND DELIVER SUBMISSIONS: Effective May 31, 2023, Murray City Hall has relocated to 10 East 4800 South, Room 155. Please submit your hand deliveries to the new address before the deadline. Murray City will not accept late submittals. The Intent to Apply must be submitted in a sealed envelope clearly marked on the bottom left-hand corner: "**Phase 1: Towing Rotation Request - Intent to Apply Form**"
- For MAIL SUBMISSIONS: If you mail in your response, it needs to reach our office before the deadline to be considered. The Intent to Apply must be submitted in a sealed

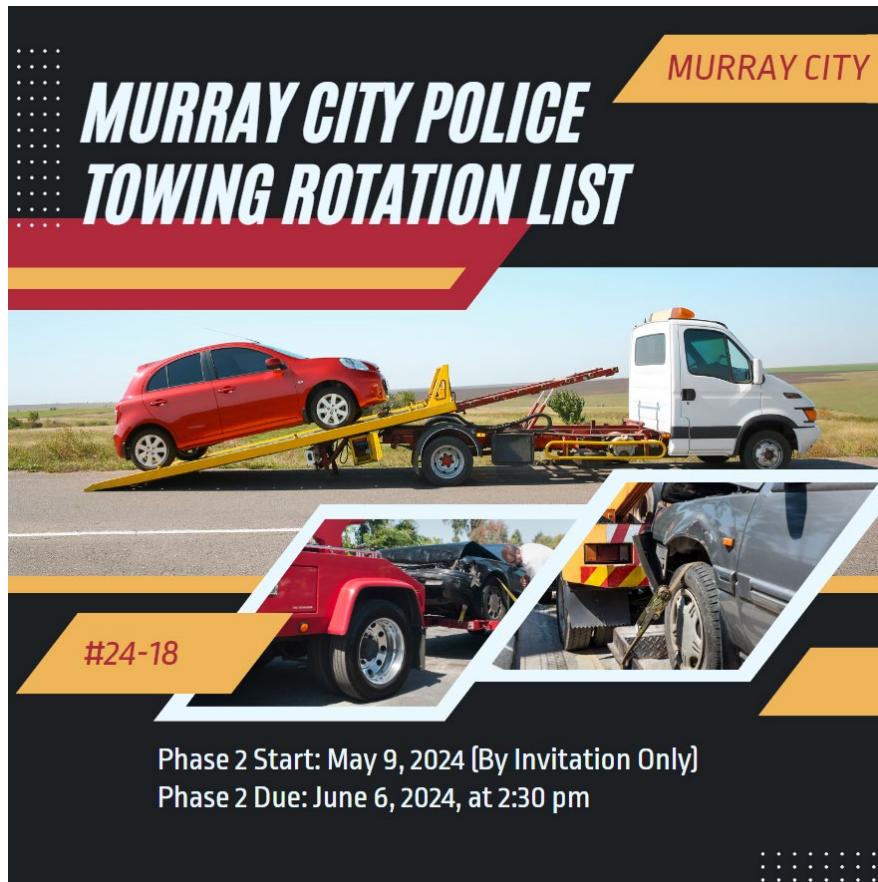
envelope clearly marked on the bottom left-hand corner: "**Phase 1: Towing Rotation Request - Intent to Apply Form.**"

STOP!

**DO NOT COMPLETE THE PHASE 2 APPLICATION UNLESS YOU HAVE
BEEN NOTIFIED BY MURRAY CITY PURCHASING THAT YOU ARE ONE
OF THE 15 WHO HAVE BEEN SELECTED TO MOVE ON.**

Murray City Police Department

Towing Rotation List Application and Agreement



Phase 2 of 2

#24-18

Start Date: May 9, 2024, (By Invitation Only)

Due: June 6, 2024, 2:30 pm

Notices:

SELECTION PROCESS: The City will choose not more than fifteen (15) towing service applicants by computerized random selection. Applicants shall be entered into a computer program that will, at the close of the application period, assign random numbers to entries. The entries with a calculated random number ranging between 1 and 15 will be offered placement on the rotation list. Because selection will be random and the number of providers chosen will be limited, submitting an application will not guarantee placement on the rotation list. If a selected company does not successfully complete the application process, they will be removed from the rotation list and placed back into the alternates list.

NOTIFICATION AND FEE PAYMENT: Applicants selected for placement on the rotation list will be notified via letter or email. Applicants selected shall pay a One Hundred Fifty Dollar (\$150.00) fee within five (5) business days of written notification. Written notification includes notice via email. If a selected applicant does not pay the fee within five (5) business days, the applicant shall be disqualified from the rotation list.

NO AFFILIATION WITH ANOTHER APPLICANT: Each applicant must be legally and functionally separate from all other applicants. Each applicant must be a separate and distinct entity and may not share any resources with another applicant, including without limiting, tow trucks, tow truck operators, telephone numbers, business licenses, and insurance policies.

Applicants who violate this provision shall be disqualified from the selection process and may not reapply for one year.

MCPD STATE IMPOUND AND ROTATION TOW AGREEMENT

Page 8 of 32

May 2, 2024

Dear Tow Truck Owner,

The Murray Police Department is renewing our Towing Rotation List (TRL) in order to assist with towing disabled or inoperable vehicles from traffic accidents or other situations that require the use of towing services.

Being on the TRL is a privilege and not a right. To be eligible to be on the TRL, towing companies must submit a Letter of Interest. From the list of interested companies, the City will choose up to fifteen (15) towing service applicants by computerized random selection. Because selection will be random and the number of providers chosen will be limited, submitting an application will not guarantee placement on the rotation list. **If selected, the company must fill out and submit the Towing Rotation Application. (See Phase 2) and must agree to comply with the rules and regulations as set forth in the application. The deadline for those randomly selected to turn in the Towing Rotation Application is June 6, 2024.** If the application is not successfully completed, the company will be disqualified from service, until the next application selection process.

Towing companies on the TRL list must follow all federal and state laws and regulations pertaining to towing companies. Failure to comply with the terms of this application or applicable federal and state laws and regulations may lead to sanctions against the towing company as described in the application.

The applicant must read each page and ensure the information given is complete and accurate.

The company and all employees are bound by all provisions of the application and the company understands and acknowledges in writing the requirements for approval and necessary actions needed to remain on the TRL. The company accepts the conditions of the application and accepts responsibility for the actions of its owners, agents, employees, and tow truck passengers as they relate to the application and do so with the full understanding that inclusion on the TRL is voluntary and a discretionary privilege extended by the Murray Police Department and is not a legal right.

Falsification of any portion of this application or documentation provided in support of the application shall be cause for immediate suspension from the TRL and may be charged as a separate criminal offense.

Minimum requirements for rotation consideration:

1. The company must tow to an approved yard, with a minimum of 2,400 square feet to accommodate eight (8) vehicles, within Murray City.
2. The company making the application is a separate and distinct entity and does not share any of the following with another company: tow trucks, tow truck operators, telephone numbers, business licenses, or insurance policies.
3. The company must be able to tow both "hold for owner" and "state tax".
4. The company must be able to accept cash or credit card payments at the scene of a tow.

Thank you for your efforts in providing tow services for Murray City.

Sincerely,

Craig D. Burnett
Chief of Police

PHASE 2 - APPLICATION CHECKLIST

**INCOMPLETE APPLICATIONS WILL BE REMOVED FROM THE ROTATION LIST
AND PLACED BACK INTO THE ALTERNATES LIST.**

All companies chosen for Phase 2 are required to complete these documents.
All documents must be submitted, regardless of whether we may currently have them on file
from an existing contract.

COMPANY INFORMATION:

- Business License 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 per occurrence for emergency moves and at least \$1,000,000 per occurrence for non-emergency moves showing as a CERTIFICATE HOLDER: ***Murray City Corporation: 10 E. 4800 S., Murray City, Utah 84107.*** For the purposes of this Agreement, an "Emergency Move" means a tow operation initiated by law enforcement to move a wrecked or disabled motor vehicle (See Utah Administrative Code Section R909-19-3(4)).
- Certificate of Workers Compensation Insurance showing as a CERTIFICATE HOLDER (same as above)
- Company shall be in compliance with:
 - Utah Code Annotated Section 72-9-601, including verification that all tow truck operators are properly trained, licensed, and certified; and
 - Safety Regulations for Tow Truck Operations in Utah Administrative Code Section R909-19.
- UT State Tax Form TC-855, Impound Yard Application and Inspection
- Signed and completed application
- Complete Towing Fee schedule

TOW TRUCK INFORMATION:

- Utah DMV Registration and Vehicle Safety Inspection for each tow truck to be used on rotations.
- UDOT Tow Truck Certification Report for each tow truck with date of issue clearly visible.

OPERATOR INFORMATION

- Color photocopy of Driver's License.
- Photocopy of valid Utah Medical Card as required by UDOT.
- Photocopy of the driver's Utah Tow Truck Driver certification.

LOT/YARD INFORMATION:

- Photo of yard fence and signage.

STATE IMPOUND AND/OR TOWING ROTATION
APPLICATION AND AGREEMENT

DISCLAIMER

Murray City Police Department Towing Rotation list to be used when an officer requests the removal and towing of a motor vehicle. The City reserves the right to make any changes to the Agreement, with sufficient notice to the Companies.

Being on the City's Towing Rotation list is a privilege and not a right and does not create a contract between the City and the Company. To be eligible to be on the Towing Rotation list, towing companies must submit a Letter of Intent to apply, during open application. If the company is selected as one of the fifteen (15) company for the TRL, the company must complete the Towing Rotation Application and must agree to comply with the rules and regulations as set forth in this Towing Rotation Agreement. Towing Companies on the Towing Rotation list must also follow all Federal, State, and local laws and regulations pertaining to tow 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 as described in the Agreement.

The signature of the duly authorized representative on the Application and Agreement shall confirm that the entire document has been read, the information given 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 Towing 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 do so with the full understanding that inclusion on any City Towing Rotation list is voluntary and a discretionary privilege extended by the City and not a legal right. Inclusion on Murray City Police Department's Towing Rotation list does not guarantee any Company an equal or specific number of Rotation Calls.

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

APPLICATION OBLIGATIONS

The City will receive packets until **2:30 p.m. Friday, June 6, 2024**, at:

Murray City
Recorder's Office
10 E. 4800 S, Room 155
Murray, Utah 84107

Packets delivered after this time will not be accepted.

1. The packet must be complete in order to be considered.
2. Packets must be delivered in person. Emailed or faxed packets will not be accepted.
3. The right is reserved to reject any and all applications, to waive any informality or technicality, or to accept applications deemed in the best interest of the City.
4. Packets that have trucks, drivers, yards, owners, office staff, or any employees not qualifying for participation will not have those trucks, drivers, yards, owners, office staff or employees considered.
5. All applications must be completed and legible. Electronic, printed applications are preferred.
6. Copies of other agencies, previous years, or prior version applications will not be accepted. The City is not responsible for expenses incurred prior to or after an award by the City.

(AGREEMENT, RENEWAL, APPLICABILITY)

1. This agreement will be effective **July 1, 2024**, through **June 30, 2025**, unless terminated earlier at the City's discretion.
2. Renewals and Enrollment for existing and/or new companies must be completed each year during the Renewal/Enrollment period specified by the City.
3. This rotation does not apply to recoveries and the City reserves the right to specifically request a company(ies) for recoveries. A recovery shall be determined by the Officer on scene and shall be at his/her sole discretion.

DEFINITIONS

1. City	The Murray City Police Department.
2. Company	The Towing Company making a Towing Agreement application for Rotation.
3. Owner	Person(s) that own and/or operate/manage a company regardless if they are an operator/driver.
4. Coordinator	The City Rotation Coordinator(s).
5. Operator	An approved tow truck driver/operator.
6. Yard	A storage yard meeting this agreement's requirements and approved by the Utah State Tax Commission.
7. Normal Busn Hrs	8:00 a.m. to 5:00 p.m., Monday through Friday, excluding state holidays.
8. Sanctions	A penalty including but not limited to warnings, suspensions, and/or termination.
9. Moral turpitude	Conduct which; is done knowingly contrary to justice, honesty, or good morals; has an element of falsification or fraud; or contains an element of harm or injury directed to another person or another's property.
10. Essential personal property	Tools and equipment which are necessary for a trade, occupation or business; child restraint seats; school computers and books; legal documents.
11. Timely Manner	Not to exceed 30 days unless approved by the Coordinator.

ROTATION AGREEMENT*I. Terms, Conditions, Procedures, and Agreements***A. The Company**

1. The company is responsible for submitting a Letter of Intent to apply.
2. If the company is selected for the Tow Rotation List, the company is responsible to submit all information requested on the Application Checklist.
3. The Company must be in compliance with both the requirements set forth in UCA 72-9-601, and the Safety Regulations for Tow Truck Operations in Utah Administrative Code Section R909-19.
4. The Company must maintain at least one city-approved yard within the City and must submit all yards the Company operates for approval. Vehicles must be towed to an approved yard within Murray City limits. Exceptions are permissible as agreed upon by vehicle owners/operators and the Company.
5. If the Company has only one approved Driver at any point in time throughout the Rotation year, and that Driver is going to be unavailable or out of service for any length of time, the Company shall not use an unauthorized driver during the absence of that driver.
6. The Company must maintain General Commercial Liability Insurance of at least \$750,000 per occurrence for emergency moves and at least \$1,000,000 per occurrence for non-emergency moves. Murray City shall be listed as an additional insured on the General Commercial Liability and Garagekeepers Insurance policies.
7. The company shall provide evidence of Worker's Compensation Insurance and shall maintain said coverage throughout the rotation year, as per Utah State Law. The Exclusion Waiver Endorsement (a statement that you do not want Workers Compensation on yourself and that you have no employees) is not acceptable.
8. The Company will be available 24 hours a day, 7 days a week. The towing company called to tow a vehicle must be at the scene of a call within 20 minutes, except under extraordinary circumstances. If the towing service first called accepts the call and does not arrive at the

scene within 20 minutes, then another towing service may be requested to respond and the first company may be sanctioned. Companies charging more than a 20-minute response (under normal conditions), 20 minutes at the scene, or longer than 20 minutes from the scene to the yard, are in violation of this agreement.

- a. A reasonable exception, as determined by the officer on-scene, may be made for 4x4, Heavy Duty calls, or when requested by a Company. Travel time may only be charged as the amount of time it would take to drive (under the given conditions) the most direct route from the yard to the scene and back.
- b. Only those charges allowed by statute may be charged to a vehicle's owner or insurance company. A current towing fee schedule shall be provided to the City.
- c. The City may perform audits on Company billing receipts.

9. The Company will ensure that all Operators, Assistants, Trainees, and any other Employees 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.
10. The towing company must be able to accept payment offered at the scene or yard in cash or by major credit/debit card, but shall not be obligated to accept checks or payment in coins and shall maintain sufficient cash on hand to make a change of up to fifty-five dollars (\$55).
11. The dispatch phone number shall be answered in the name of the Company.
12. In order to aid in communication, each Company shall maintain and monitor an active email address using the email address submitted on the Application. Email will be the primary means of communication from the Coordinator to the Company. All requests for information and/or any communication by the Coordinator must be responded to by the Company in a timely manner. Failure to respond by the listed due date may result in suspension from the Rotation.
13. The Company agrees not to use unapproved Managers, Office Staff, Operators, Yards, or Trucks. New Managers, Office Staff, Operators,

Yards, and Trucks may be added by submitting the required information and the appropriate attachments. The Company must immediately notify the Coordinator of any and all changes to Company information, including removal of Yards, Trucks, Drivers, Office Staff, etc.

14. The Company agrees to unannounced audits of records.
15. Only those Companies that have been called from the Towing Rotation may respond to a Murray City Police Department Tow request except in extraordinary circumstances.
16. The Company will maintain complete and accurate records of all City rotation tows and shall provide the coordinator with such records as requested. Failure to maintain such records will result in sanctions up to and including suspension or removal from the Rotation.
17. The Company shall respond with its own equipment that is permanently marked as such and will not use other towing company equipment on a "Temporary Lease" or substitute backup basis.
18. The Company shall submit to unannounced equipment, truck, yard and record inspections during normal business hours (8:00 a.m. – 5:00 p.m.) and must successfully pass said inspections in order to remain on the rotation. If it is determined that the on-site yard office is not staffed and open for business as required by R873-22M-17(6)(a), the company may be sanctioned.
19. 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:
 - a. the location where the vehicle will be stored;
 - b. a copy of the current rate schedule,
 - c. the terms of the vehicle recovery and;
 - d. a copy of the Utah Consumer Bill of Rights Regarding Towed Vehicles

20. The following times will be included on all receipts: start date/time, arrival at the scene, conclusion at the scene, arrival at the yard, and unload time by the operator at the time of the tow. All time shown must be directly attributed to the towing assignment.
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 company being sanctioned up to and including suspension or removal from rotation.
22. The Company shall provide the owner of the vehicle with the Company's insurance information if requested, when the owner makes a complaint of damage or theft or in the process of resolving claims.
23. The Company shall provide Murray City Police Department officers on scene at the rotation call with any requested information regarding the Company, drivers, trucks, equipment, yards, or any other information deemed pertinent by officers on scene.
24. The Company shall ensure that once the Operator is given control of the vehicle at the tow site, a 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.
25. Operators shall 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 scene as coordinated by officers.
26. The Company shall provide renewal copies of business licenses, insurance, registration, Motor Carrier Certification, and driver certificates at the time the item is renewed. As the Company should reasonably know when these items are due, the Companies will be suspended without notice until the renewed copies are provided or may be terminated if the renewal is not received within thirty (30) days of the previous expiration. Notification by an insurance company or the State that a required element of this Agreement has been revoked shall be cause for immediate suspension without notification by the Coordinator as the Company receives the same correspondence.

27. Each Company shall maintain on file the personal information, authorized towing certificate, and current City Tow Truck Operator ID for each Tow Truck Operator they employ.
28. The Company shall ensure that all owners, operators, office staff, and any other Company employees shall cooperate fully and honestly with Officers at the scene of Rotation Calls, Towing Coordinators, and any other Law Enforcement Officer. Dishonesty and/or failure to cooperate may result in sanctions up to and including termination from the Rotation.
29. The Company shall fully cooperate with all Law Enforcement Agencies regarding investigations into alleged crimes occurring on or within any Company property including but not limited to Yards, Vehicles, Offices, etc. Dishonesty and/or failure to cooperate may result in sanctions up to and including termination from the Rotation.
30. The Company shall provide vehicle owners a copy of the Utah Consumer Bill of Rights Regarding Towing upon initial contact as required by UCA 72-9-603(1)(c)
31. The Company must have the capability of towing motorhomes, that do not require a heavy wrecker, and shall make every reasonable effort to aid in the towing of said motorhomes upon request. Towing motorhomes is considered reasonable under the terms of this agreement (See Penalties). Any Tow Company on the rotation list that tows a motorhome will be considered for dispatch for three (3) additional requests for service. VECC will not place companies back at the top of the rotation to accommodate this service. Every possible effort will be made by the Tow Coordinator and Officers to fulfill these three (3) extra tows.
32. Due to difficulties and/or refusals of tow companies on the rotation list to respond to Motorhome impounds, Murray Dispatch will request service from all tow companies on the rotation list first. If no company on the rotation list accepts the request to impound a motorhome, then dispatch will call other towing companies not on the Murray rotation list for assistance.

B. Operators

1. Operators shall comply with all Federal, State, and local laws and regulations when engaged in Rotation Towing.
2. Each Owner or Operator that responds to Rotation calls shall clearly display a valid City identification card that has been issued to the Operator for the specific Company. ID Cards are non-transferable and shall be used for official purposes only. The use of ID cards to obtain credit, complete a financial transaction, or secure a gratuity is prohibited. The card remains the property of the City and shall be surrendered to the City upon termination. The Company is responsible for making sure the identification card/badge is returned to the City and shall not destroy identification cards/badges or throw them away.
3. When responding to Rotation tows, each Operator will wear a fully visible Company shirt or jacket imprinted with the first name of the Operator and the name of the Company.
4. Serious Operator error may result in the Company being sanctioned and the Operator being permanently suspended. The Coordinator shall determine if a violation is serious.
5. Using an unauthorized Operator on a Rotation call may result in an immediate termination from the Rotation.
6. Operating a truck in violation of the law may result in the Company being sanctioned.
7. Each Operator shall have their personal information, authorized towing certificate, and current City Tow Truck Operator ID on file with any towing company for which they are employed. If an Operator is employed by more than one Company, the Operator shall obtain a separate City Tow Truck Operator ID for each company they work for.

C. Trucks and Equipment

1. Each tow truck shall comply with the Safety Equipment Requirements as established by the Utah Department of Transportation and referenced at the Web Site Address of www.udot.utah.gov and said equipment shall be permanently marked and specific to the truck.

2. 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.
3. 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.
4. The Company name, city & state, and UDOT and State Tax Impound Yard number(s) must be permanently marked on both sides of the vehicle.
5. Using an unauthorized tow truck on a rotation call may cause the Company to be removed from the rotation.
6. The tow truck must have commercially made material to absorb liquids left behind at the scene.

D. Storage Yard/Lot

1. Yards/Lots shall be in compliance with all state laws and regulations.
2. Using an unauthorized yard/lot will be cause for sanctions up to and including suspension or removal from Rotation(s).
3. Yards used for rotation purposes must be state tax approved and currently in compliance with all State Tax Commission and rotation requirements and shall 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.
4. Each yard shall have a staffed office as required by R873-22M-17(6). Unstaffed yards are not allowed for Rotation. All Rotation Yards must be State Tax Commission approved. All of the yards must have a yard staffed and open for business during normal business hours, Monday through Friday, unless a Company provides evidence of the Central Office Authorization from the State Tax Commission Motor Vehicle Division. In this case, a copy of the written Central Office Authorization form must be submitted with the application.

5. The Company 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 24-hour, 7-day-a-week basis. The Company shall obtain a signed waiver from the owner indicating consent to pay the after-hours release fee (see attachment when applicable).
7. Companies that are authorized to maintain multiple storage areas that are served by a Central Office, upon contact with the vehicle owner or authorized agent:
 - a. Shall, during normal business hours, respond to the yard within 20 minutes and by appointment;
 - b. Shall not charge the vehicle owner or authorized agent an additional fee for responding to the yard during normal business hours for the purposes of:
 - i. Releasing a vehicle;
 - ii. Releasing life essential personal property contained within the vehicle;
 - iii. Inspecting the condition of the vehicle.
8. Each yard shall maintain a video surveillance system and each building shall maintain an alarm system.
9. Yards that experience frequent problems with theft from, or vandalism to, towed or stored vehicles may result in the Company being terminated from the rotation.
10. Vehicles shall not be towed to a yard other than the nearest Company 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.

11. The owner or operator of the vehicle may request that the vehicle be taken to another location in which case the request will be honored upon satisfying the Company requirements for payment for services as set forth in this agreement.
12. All property removed from towed vehicles by the Company for "safekeeping" must be listed on the invoice that is to be received by the vehicle owner. Company 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.
13. 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.
14. Yards/Lots will provide an approved copy of the State of Utah Form TC-855, Impound Yard Application and Inspection.

II. Complaints

The Company shall;

1. Cooperate with the Coordinator in any inquiry regarding an allegation of the violation of any part of this agreement.
2. As a matter of practicality, the enforcement of certain articles in the agreement occurs primarily as violations are brought to the attention of the Coordinator.
3. The Coordinator shall be the determining authority as to the severity of any violation. After the Coordinator's investigation, he/she shall impose sanctions as she/he deems appropriate.

III. *Penalties*

1. The City has an obligation to the public regarding the safety of vehicles and contents when towed and stored at the City's request and by a Rotation Tow Truck. When circumstances warrant, it will be necessary to immediately suspend a Company from the rotation and remain on suspension until the situation can be thoroughly investigated and an appropriate and fair decision rendered.
2. Actions that may result in a Company's suspension or termination from the City Towing Rotation List include, but are not limited to:
 - a. requesting or demanding a vehicle owner sign any financial responsibility disclaimers;
 - b. refusal or failure to respond to a motorhome tow request.
 - c. charging unauthorized fees.
 - d. holding life-essential personal property "hostage" for payment to the company;
 - e. operator's inability to process a payment by credit/debit card on the scene of the tow or the storage yard.
 - f. expiration of liability or Workers Compensation Insurance;
 - g. failure to maintain complete and accurate records of rotation towed vehicles;
 - h. threats;
 - i. operating a tow truck or Company in violation of law;
 - j. using unauthorized Company operators, trucks, or yards on rotation calls;
 - k. serious operator error;
 - l. vehicle damage sustained during the towing process;
 - m. operating unsafe tow trucks;

- n. using non-permanent or magnetic signs on the tow trucks;
- o. moving a car to another location without prior notification to the Coordinator;
- p. moving a yard to another location without prior notification to the Coordinator;
- q. operating a yard that does not have an office on-site and is not approved for a central office;
- r. falsifying information on this application;
- s. revocation/suspension of driving privileges by the State of Utah;
- t. failing to fully cooperate with law enforcement during the removal and/or storage of a motor vehicle pursuant to this agreement.
- u. Failing to maintain/obtain a valid Murray City business license.

3. Suspension or removal from another City's rotation may result in suspension or removal of the company from the City's rotation(s).

4. Following an investigation, if the Coordinator deems a sanction is appropriate, the Company will be notified by Email and/or U.S. mail.

5. The Coordinator will determine the length of any suspension. Suspension may result in a Company being denied participation for any length of time in the current rotation, extended into a proceeding rotation, permanently, or other time as determined by the Coordinator.

6. The Company may appeal any suspension and/or removal from the rotation in writing to the City within ten (10) business days. Such appeal shall be heard by the Office of the Murray City Chief of Police.

7. A Company, yard, truck, or driver may be suspended or removed from the rotation for practices determined by the coordinator to be unlawful, unreasonable, or otherwise not in the best interest of the public and as outlined in this application.

8. A violation of any part of this agreement may be cause for sanctions.

IV. Fees

1. \$150.00 Non-Refundable Fee
 - a. There shall be no fee to apply for the selection process.
 - b. Payable in cash or check to Murray City Corporation. Applicants selected for placement on the rotation list will be notified via letter or email. Applicants selected shall pay a One Hundred Fifty Dollar (\$150.00) fee within five (5) business days of written notification. The written notification includes notice via email. If a selected applicant does not pay the fee within five (5) business days, the applicant shall be disqualified from the rotation list.
2. \$10.00 Driver Identification Card Fee (per driver)
 - a. Payable in cash or check to Murray City Corporation. Upon receiving notification of a Driver's Approval, the Driver will then respond to the Murray City Police Department to pay the fee and obtain the Approval Letter.
 - b. There is a \$10.00 fee for any additional cards or for the replacement of lost or stolen Driver Identification Cards.
3. \$25.00 Suspension Reactivation Fee
 - a. Payable in cash or check to Murray City Corporation and can be made at the Murray City Police Department. For every suspension a Company receives, once the suspension period is complete and/ or any corrections to the Company's file have been made, the Company must pay the fee before reactivation on the Murray City Rotation will occur.

MCPD STATE IMPOUND AND ROTATION TOW AGREEMENT

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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 application and acknowledge that by signing below I acknowledge I have read the application in its entirety, I agree to abide by the terms and conditions set forth in the application, and I agree to accept responsibility for ensuring that all employees of the Company comply with the provisions of the application.

Date

Company Name

Murray City Corporation

By: _____
Its: _____

Company Owner – Printed Name

Company Owner -- Signature

APPROVED AS TO CONTENT

COMPANY INFORMATION

Application Date _____

Business Name _____

Business Address _____ City and Zip _____

Mailing Address _____ City and Zip _____

* E-Mail Address * _____ (Mandatory)

Business Phone Day _____ Night _____ Cell _____

Radio Dispatched Yes No Fax # _____ Auto Manual Business Ownership Proprietorship Partnership Corporation

Business Owner(s)

Name _____ DOB _____

Address _____

Phone _____

Name _____ DOB _____

Address _____

Phone _____

Name _____ DOB _____

Address _____

Phone _____

TOW TRUCK OPERATORS / DRIVERS

Business Name: _____

Name _____ DOB _____ Years of Experience _____

Address _____ Phone _____

Med Card Exp _____ *NDCP Certified Yes No

OFFICE USE ONLY: REC DL MED-CARD TOW TRUCK CERTIFICATION

Name _____ DOB _____ Years of Experience _____

Address _____ Phone _____

Med Card Exp _____ *NDCP Certified Yes No

OFFICE USE ONLY: REC DL MED-CARD TOW TRUCK CERTIFICATION

Name _____ DOB _____ Years of Experience _____

Address _____ Phone _____

Med Card Exp _____ *NDCP Certified Yes No

OFFICE USE ONLY: REC DL MED-CARD TOW TRUCK CERTIFICATION

Name _____ DOB _____ Years of Experience _____

Address _____ Phone _____

Med Card Exp _____ *NDCP Certified Yes No

OFFICE USE ONLY: REC DL MED-CARD TOW TRUCK CERTIFICATION

Attach additional sheets as necessary.

TOW TRUCKS

Business Name _____

Year _____ Make _____ Class _____ LienHolder _____

Utah
License _____ Expires _____ VIN _____

Type of Carrier (circle all that apply): Required Flat Bed Optional 4x4 Heavy Duty

Year _____ Make _____ Class _____ LienHolder _____

Utah
License _____ Expires _____ VIN _____

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

Year _____ Make _____ Class _____ LienHolder _____

Utah
License _____ Expires _____ VIN _____

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

Attach additional sheets as necessary

STORAGE YARDS

All of the yards listed shall have an on-site yard office that is staffed and open for business during normal business hours, Monday through Friday **OR** an employee can respond to the yard within 20 minutes to release a vehicle.

PRIMARY MURRAY LOCATION

Address _____ Yard Phone _____

On Site -Yard Operator Name _____ DOB _____

Circle One: Own Lease Rent

ADDITIONAL YARDS OPERATED BY THE COMPANY

Address _____ Yard Phone _____

On Site -Yard Operator Name _____ DOB _____

Circle One: Own Lease Rent

Address _____ Yard Phone _____

On Site -Yard Operator Name _____ DOB _____

Circle One: Own Lease Rent

CONSENT FOR PAYMENT OF AFTER-HOUR RELEASE FEE

I understand that Section 72-9-603 UCA, says that “the owner of a vehicle lawfully removed is only responsible for paying (a) the tow truck service and storage fees set in accordance with 72-9-603, **(not to exceed \$75)**. I further understand that the current interpretation of this law by the Utah State Division of Motor Carriers is that the imposition of other charges, regardless of the name given to describe them, violates this law.

I also understand that the towing company is not obligated by law to release a vehicle at any time other than normal business hours, which are **8:00 a.m. to 5:00 p.m.**, Monday through Friday.

CONSENT

I _____ certify that I am the owner of the vehicle described below. I have read the above statements and do hereby willingly give my consent to the towing company by the name of _____ to charge me a reasonable fee of \$ _____ **(not to exceed \$75)** for the release of my vehicle after normal business hours.

Signed _____ Date _____

Vehicle Owner

Signed _____ Date _____

Towing Company Representative

Name of Towing Company _____

Address of Storage Yard _____

Name of Employee Providing Release _____

Date and time of release _____

Name of Vehicle Owner _____

Address of Vehicle Owner _____

Vehicle Description _____

Murray Police Tow Rotation List

APPLICATION TO ADD A DRIVER/OPERATOR

(Use this form to add drivers during the contract period)

Business Name: _____

Name _____ DOB _____ Years of Experience _____

Address _____ Phone _____

Med Card Exp _____ *NDCP Certified Yes No

EACH APPLICATION SHALL ATTACH THE FOLLOWING DOCUMENTS:

- Authorized Towing Certificate.
- Color photocopy of Driver's License.
- Photocopy of valid Utah Medical Card as required by UDOT.
- Photocopy of towing certification.

**Your contact person and Tow Coordinator at Murray Police will be Lt. Jake Huggard
(jhuggard@murray.utah.gov)