

**CITY OF OXFORD, MISSISSIPPI
TOWING SERVICE ROTATION AGREEMENT**

This Towing Service Rotation Agreement, (“the Agreement”), is entered into this the day of **January 1, 2021**, by and between the City of Oxford, MS, a municipal corporation, (“the City”), and the Towing Service Company _____ (“the Company”)

WITNESSETH:

WHEREAS, the City of Oxford, MS, desires to provide safe, dependable and cost efficient towing services for city initiated tows; and

WHEREAS, certain vehicles of the citizens of the City must be towed at the request and direction of the City; and

WHEREAS, towing service companies desire to be placed on a rotation list for city-initiated or requested tows;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the City of Oxford, MS, and the Company hereby agree as follows:

SECTION I – TERM

- 1) The term of this agreement shall be for a period of two (2) years, commencing on **January 1, 2021** and end on **December 31, 2022**, unless terminated sooner by either party as set forth in Section VIII below.

SECTION II – REQUIREMENTS

1) **Legal Compliance:**

- a) The Company must comply with all applicable laws, regulations, policies and procedures of the United States, the State of Mississippi, and the City of Oxford, MS, which may affect the performance of service under this agreement.
- b) The Company shall produce any and all permits as required by the Mississippi Public Service Commission and the Mississippi Department of Transportation (D.O.T.). The permit numbers must be displayed on the tow vehicle per D.O.T. regulations.
- c) The Company shall procure and maintain a privilege license and adhere to all other applicable requirements in the City of Oxford MS Code of Ordinances and any amendments to said ordinances.
- d) The Company must provide services to the entire City of Oxford, MS.

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1) Facility:

- a) The Company must have an administrative office and storage facility at the same location and located within the city limits of the City of Oxford, MS. The Company shall not share administrative offices or storage facilities with another towing company.
- b) The office must be available for business seven (7) days per week and staffed by a company employee during normal business hours (8:00 a.m. to 5:00 p.m.) Monday through Friday. The office must be available so towed vehicles can be released and picked up, for at least three (3) hours on Saturday, Sunday, and all holidays.
- c) The office and storage facility must have proper sign identification in compliance with the Sign Ordinance for the City of Oxford. The signage shall include the company's name, phone number and hours of operation posted in a manner visible to the general public.
- d) The storage facility must be capable of storing a minimum of fifty (50) vehicles at any one time. At a minimum, the storage facility shall be surrounded by a six (6) foot chain link fence and capable of being secured by a locked gate or a building capable of being locked to prevent casual access.
- e) The Company shall post a current City of Oxford rotation price list in a manner clearly visible to all customers.

Owner / Operator: No owner or operator shall be on the wrecker rotation list who has been convicted of a felony involving grand larceny, theft of property, or other similar theft offense, a sex offense, a drug offense, or convicted of a misdemeanor or felony involving either the use of force or violence, or criminal convictions of similar nature and seriousness which relates to the responsibilities of a towing service.

- f) **Driver's License:** All drivers must have a valid and appropriate commercial driver's license and Department of Transportation card.

2) Insurance: The Company agrees to maintain insurance coverage during the term of this agreement with companies licensed to do business in the State of Mississippi. Such policies shall name the City as an additional insured and shall not be subject to material change or cancellations except after a thirty (30) day written notice from the insurer to the City is provided advising of any change. At all times during the term of this agreement, the Company shall cause certified copies of the policies to be deposited with the City.

- a) The required coverage is as follows:

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- i. Comprehensive Auto Liability Insurance with limits of not less than \$750,000;
 - ii. \$25,000 on-hook coverage per vehicle;
 - iii. Garage Keepers liability insurance of \$25,000 per location.
- 3) **Dispatch Calls - Nontransferable:** Nontransferable dispatch shall be available twenty-four (24) hours per day, seven (7) days per week. Calls shall not be transferred to another towing service or answering service. A towing service on rotation shall not substitute or take calls for another towing service on rotation.
- 4) **Response Time:** Response time shall be twenty-five (25) minutes after the towing service receives the call from dispatch. The wrecker service will be given the necessary information needed to make a timely response; to include names of streets, the nature of the call and directions if requested. The towing service shall determine the equipment that will be necessary to complete the tow.
- 5) **Inspections:** Each Company on the City Towing Services Rotation List shall be inspected by the City at least once a year. However, if complaints are received, the City may inspect more frequently to ensure compliance with the stated requirements.
- a) Each Company (office, storage lot and equipment) must be inspected prior to being placed on the towing rotation list. After the execution of this agreement, each Company shall have sixty (60) days to meet all requirements. A Company shall not be placed on the active towing rotation list until it has met all of the requirements mentioned herein.
 - b) Any Company failing an inspection shall be suspended from the towing rotation list until it has met all of the requirements mentioned herein and shall further be subject to any other applicable penalty or remedy set forth herein.
- 6) **Temporary Removal:** A Company shall not request temporary removal from the rotation list except under extenuating circumstances and it shall be solely within the discretion of the Oxford Police Department to grant or deny such temporary removal.

SECTION III - APPLICATION AND SELECTION REQUIREMENTS

- 1) **Applications:** Each Company shall complete an application in order to be considered for a position on the Towing Service Rotation List. The application shall designate the following:
- a) Name, home address, and business address of applicant;

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- b) Company's legal name;
 - c) City of Oxford MS Privilege License Number;
 - d) A description of the company's office and the outside dimensions of the space that the applicant has available for storage.
 - e) The number and types of wreckers, including a description of each vehicle to be operated by the applicant. The City must be notified in writing of any changes in equipment.
 - f) Any additional information as the City shall find reasonably necessary.
- 2) **Selection:**
- a) The Chief of Police shall designate a selection committee to review all applications for a position on the Towing Service Rotation List.
 - i. The committee shall interview all eligible applications and review all requirements.
 - ii. The committee shall make a recommendation to the Chief of Police and the Board of Alderman of two (2) companies to be selected to be on the Towing Service Rotation List.
 - iii. The committee shall make a recommendation of one (1) company to serve as an alternate, if needed during the period of the contract.

SECTION IV – EQUIPMENT REQUIREMENTS

- 1) **Equipment:** All vehicles on rotation for towing service must be primarily domiciled at the address listed on the Rotation List Application. Towing Service companies must have adequate and functional equipment to haul all makes and models of cars, vans, light trucks, mopeds, motorcycles, and medium duty trucks up to fifteen thousand (15,000) pounds.
- 2) The vehicles, buildings, equipment, clothing or correspondence of the Company shall in no manner indicate or imply any official relationship between the tow company and any law enforcement agency.
- 3) **Towing Requirements:** Each company shall have a minimum of four (4) tow vehicles; with at least one (1) flatbed and one (1) conventional (recovery) type tow vehicle. They shall be at least one (1), one-ton truck with a minimum of a sixteen (16) foot bed, with specifications and equipment as follows:

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- a) Factory recommended one-ton capacity dual wheels. Dummy dual wheels are prohibited.
- b) A single line capacity power winch, winch line and boom with a minimum of one hundred (100) feet of three-eighth (3/8) inch cable. The Company shall provide documentation of a factory rated or tested lifting capacity of not less than eight thousand (8,000) pounds from the factory or a qualified testing facility.
- c) A rubber cradle and/or wheel lift attached to the tow vehicle is required in order to prevent any vehicle being hauled or towed from being further damaged by coasting, rocking, swinging, or slanting into the tow vehicle or any part thereof. A minimum of two (2) ten (10) foot safety tie down chains.
- d) The Company shall adhere to all Mississippi Department of Transportation requirements for required equipment on the tow vehicle, including a fire extinguisher and oil dry.
- e) A flashing yellow or amber light shall be affixed above the top of the cabin of the tow vehicle; however, sirens are prohibited. Clearance and marker lights and all other equipment as required by law are required.
- f) The name and telephone number of the tow service is to be permanently affixed and displayed in letters clearly visible from both sides of the vehicle. The letters for the name shall be at least four (4) inches in height and letters and numbers for the telephone shall be at least two (2) inches in height.

SECTION V - ROTATION TOW LIST

- 1) The Rotation Wrecker List shall be maintained by the Oxford Police Department.
- 2) A rotation wrecker **may be dispatched** for the following:
 - a) Abandoned vehicles;
 - b) Tows in which the driver of the vehicle is arrested;
 - c) Recovered stolen vehicles;
 - d) Parked vehicles in violation of traffic or parking laws;
 - e) Other vehicle tows of a similar nature.
- 3) A rotation list wrecker **will not be dispatched** for the following:

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- a) **Owner/Operator Initiated Request** – on occasion, when the officer arrives at the scene, the owner/operator may have already contacted a wrecker company for assistance. **This owner/operator initiated request does NOT have to follow the city contract for prices for services.**
 - i. The officer shall allow sufficient time (at least twenty-five (25) minutes) for the previously contacted wrecker service to arrive at the scene. If they do not arrive in the allowed time, the officer can initiate a City rotation wrecker request through dispatch. The dispatched Company will be required to follow the City contract for prices for service.
 - b) **Non preference heavy duty trucks** in excess of fifteen thousand (15,000) pounds. These calls will be made by the owner/operator of the vehicle. **This owner/operator initiated request does NOT have to follow the city contract for prices for services .**
- 4) **Procedure:**
- a) The officer at the scene shall request dispatch to contact the next Company on the towing rotation list to be dispatched. The officer shall not recommend or suggest any individual towing company or repair facility.
 - b) The officer shall provide a copy of a completed vehicle inventory report to the Company on all City dispatched tows, when the driver or other responsible party of the vehicle being towed, is not on the scene, or is physically or mentally unable to accept responsibility for the vehicle. This report should describe the vehicle, its contents and condition, the towing service responding, the reason for the tow, the location the vehicle towed to and from and/or other similar information. (This report may be in paper or electronic format.)
 - c) On each tow, the Company shall complete a wrecker sheet which outlines the basic fees charged by the Company for that call. The officer at the scene should review the sheet for accuracy and then sign the sheet. A copy will be provided to the officer. (An example of the type of information required on this wrecker sheet is attached to this contract.)
 - d) The tow service driver shall be responsible for cleaning the scene of the tow to the satisfaction of the officer on the scene.
- 5) A selected Company shall not have more than one (1) rotation slot.
- 6) **Cancelation of a tow:**
- a) **Dispatched but not on the scene:**

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- i. When the wrecker has been dispatched but has not yet arrived on the scene and the owner/operator of the vehicle to be towed arrives on the scene the wrecker will be **canceled** by dispatch.
 - ii. The does not constitute a completion of a rotation tow and the Company will be placed back at the top of the rotation list for the next rotation call.
- b) Dispatched and already on the scene:
- i. When the wrecker has already arrived on the scene and the owner/operator of the vehicle to be towed arrives on the scene, the vehicle may be released provided they first settle all charges with the towing company.
 - ii. This settlement of charges constitutes a completion of a rotation tow for the Company.

7) Complaints / Violations / Appeals:

- a) **Complaints:** All complaints must be duly investigated by the Oxford Police Department. As part of this investigation, the complaint must be made by an individual willing to identify himself/herself to the investigating officer. The Company against whom such complaint is brought will be provided a reasonable opportunity to respond to the complaint.
- i. Violations will be classified as Major or Minor Violations (as outlined in this section).
 - ii. A compliant for a Major violation **shall** result in the immediate suspension of the Company from the wrecker rotation list during the investigation into the compliant.
 - iii. After concluding its investigation, the police department shall decide if the complaint constitutes a violation. The Company will be notified of the determination and any suspension/sanction, if applicable. The suspension/sanction of the Company shall be effective immediately upon notification to the Company by the police department.
- b) **Major Violations:** The following lists provides examples of violations but is not an exhaustive list:
- i. Violating or failing to meet the requirements in Sections II, III or IV of this agreement.
 - ii. Charge/Billing Violations: Seeking payment that exceeds allowable amounts under the towing price list or for those matters that are not listed,

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that unreasonably exceed the generally acceptable amounts charged by other companies on the rotation list.

- iii. Failing to take a call and/or failing to meet the appropriate response time of twenty-five (25) minutes for a combined total of six (6) occasions within a six (6) month period. Failure to “take a call” includes the inability to accept a call because of a lack of adequate equipment or a "no answer" to a telephone call.
 - iv. Failure to cooperate with or unprofessional behavior toward an officer at the scene of a tow or at the wrecker facility.
 - v. Being found guilty of two (2) Minor Violations resulting in sanctions in any one (1) year period.
 - vi. Other similar violation(s), which are deemed Major in nature.
- c) **Minor Violations:** The following lists provides examples of violations but is not an exhaustive list:
- i. Failure to clean up and remove debris resulting from the accident or tow.
 - ii. Unprofessional conduct or practices in dealing with the public at the scene of a tow or at the wrecker facility.
 - iii. Failure to maintain proper records as outlined in this agreement.
 - iv. Failing to take a call and/or failing to meet the appropriate response time of twenty-five (25) minutes for a combined total of three (3) occasions within a six (6) month period. Failure to “take a call” includes the inability to accept a call because of a lack of adequate equipment or a "no answer" to a telephone call.
 - v. Other similar violation(s), which are deemed Minor in nature.
- d) **Penalties:**
- i. Major Violation Penalties:
 - 1. The first violation within an eighteen (18) month period will cause the Company to be suspended from the rotation list for thirty (30) days.
 - 2. The second violation within an eighteen (18) month period will cause the Company to be suspended from the rotation list for ninety days (90) days.

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3. The third violation within an eighteen (18) month period will cause the Company to be suspended from the rotation list for twelve (12) months.
 4. If a Major Violation is deemed by the Chief of Police and the Board of Alderman to be so severe in nature, the City reserves the right to suspend the Company and terminate this agreement, as outlined in this agreement.
- ii. Minor Violation Penalties:
1. The first violation within an eighteen (18) month period will result in a written reprimand and/or cause the Company to be suspended from the rotation list for a period of five (5) days.
 2. The second violation within an eighteen (18) month period will result in a written reprimand and cause the Company to be suspended from the rotation list for a period of thirty (30) days.
 3. The third violation within an eighteen (18) month period will result in a written reprimand and cause the Company to be suspended from the rotation list for a period of sixty (60) days.
- e) **Appeals:** A Company may appeal its suspension/sanction to the City Board of Aldermen. The Company is required to give notice to the City Clerk within (10) ten days of the Company receiving notice of its suspension/sanction. The Company's appeal shall be heard at the next scheduled meeting of the Board of Aldermen, following notice of the appeal to the City Clerk.
- i. Any suspension/sanction for a Major Violation **shall** remain in effective during the **pendency of an appeal**, due to the serious nature of Major Violation(s).
 1. Special permission from the Chief of Police is required before any suspension/sanction may be suspended during the pendency of an appeal for a Major Violation.
 - ii. For a Minor Violation the suspension/sanction shall not be effective during the pendency of an appeal, but only after the Company has given notice to the City Clerk of its decision to appeal the suspension/sanction.

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SECTION VI - TOWED VEHICLES

- 1) Any wrecker service that removes a motor vehicle at the request of the City and stores such vehicle shall seek the identity and address of the last known registered owner of such vehicle from the Oxford Police Department.
- 2) If the stored vehicle is towed at the request of the City, the towing Company shall within seven (7) calendar days notify the owner by certified or registered mail of the location of such motor vehicle. In addition, a copy of the notice will be mailed or delivered to the Oxford Police Department.
- 3) Each towing Company from the time it moves or otherwise makes contact with any vehicle to be towed, assumes liability for injury to persons, damage to property, fire or theft resulting from the operator's negligent acts. It is the Company's responsibility to verify the contents and condition of the vehicle.

SECTION VII – RATES / PRICE LIST

- 1) The below fees apply only to dispatched tows from the Oxford Police Department, by rotation. The Company shall charge no more than the rates contained in this price list which may be periodically updated. The Company shall accept cash, credit, and debit as payment for services rendered, to include storage fees. The company is allowed to charge miscellaneous fees related to the cost of doing business (i.e. credit card surcharges) or expenses related to the preservation of the vehicle in storage (i.e. covering of broken windows with plastic).
- 2) The Company shall provide an invoice containing all information outlined in the sample wrecker sheet attached to this contract, upon request by the City.
- 3) The Company shall not charge a storage fee on a vehicle retrieved within the first 24 hours of the vehicle's tow. The owner, or his/her authorized agent, shall have 24 hours to claim the vehicle without a storage fee. After this 24-hour grace period, the company can charge a storage fee for all days the vehicle is in storage.
- 4) The Company shall be responsible for any additional fees and expenses incurred as a result of the Company towing a vehicle to the wrong wrecker destination, unless said Company was directed to the wrong destination by the officer in charge, and such direction was documented.
- 5) The Company shall not charge storage fees for dates or times to which the Company is not accessible for vehicle recovery by the owner/operators (as outlined previously in this contract).

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Item	Description	Maximum Fee / Charge
1	<p style="text-align: center;">Tow Fee</p> <p>A tow of any auto, light or medium truck or motorcycle due to a wreck, accident, being disabled, abandoned, junk, improperly parked, or from an arrest, to a repair shop (within the city limits), to the operator's facility or to the impound lot.</p> <p>This same fee would be charged to winch a vehicle from the median, ditch, etc... onto the roadway, where the vehicle is operable and not in need of being towed from the scene.</p> <p>This fee includes clean-up of the wreck scene to the satisfaction of the police officer in charge of the scene.</p>	\$200.00
2	<p style="text-align: center;">Supplementary Resource Fee ** Supervisory Approval Required **</p> <p>Occasionally, a major accident or other towing call will require an extra piece of equipment (wrecker, carrier, etc...) to place the vehicle in towing position, or will require an extended amount of time or manpower to complete the tow (in excess of 60 minutes of actual towing work).</p> <p>In these situations, the wrecker service can request an additional fee to be charged for the tow. The on-duty police supervisor should be contacted to approve the amount of additional fee(s) to be charged. These charges shall be noted on the wrecker company's invoice with the accompanying supervisor's approving signature.</p> <p style="text-align: center;"><u>Examples of additional fees:</u></p> <ul style="list-style-type: none"> • A \$100 fee for an extra wrecker, carrier, or any other type of extra equipment needed to place the vehicle in a towing position; • A \$100 fee for additional time or manpower needed to clear the scene. <p style="text-align: center;">Police Supervisory Approval is needed to charge these fee(s).</p>	\$100.00/ Increments per vehicle or hour
3	<p style="text-align: center;">Storage Fee</p> <p>A fee charged per day for the storage of the vehicle on the operator's facility.</p> <p style="text-align: center;">** 24 Hour Grace Period **</p> <p>Any owner or operator of a towed vehicle who retrieves their vehicle within 24 hours from the time of the tow, shall not be charged any storage fee.</p>	\$30.00/ Per Day

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SECTION VIII - TERMINATION, MODIFICATION, AND OTHER PROVISIONS

- 1) **Termination.** This agreement may be terminated by the Company, upon the giving of thirty (30) days written notice of such termination, to the City. The City may terminate this agreement with or without cause, with thirty (30) days written notice to the Company, and may also suspend or remove the Company from the Towing Rotation list for any reasons previously stated in this agreement.
- 2) **Modification or Amendment.** The parties acknowledge and agree that the City of Oxford has no obligation to establish, maintain, or operate any towing rotation, and the Board of Aldermen, upon recommendation by the Oxford Police Department, may determine that it is no longer in the best interests of the City of Oxford to maintain its current towing policy. In such event, the City may modify, amend, or end such policy, and consequently modify, amend, or end its participation in the subject agreement.
- 3) **Indemnification.** The Company agrees to indemnify and save harmless the City and its officers, agents, and employees from and against any and all claims, charges, damages, costs, expenses (including attorney fees), fines, judgments, penalties, liabilities or losses of any kind or nature whatsoever resulting from injury to any person or damage to any property caused, negligently or otherwise, by the Company in performing its obligations under this agreement.
- 4) This agreement shall become effective one day after being executed by the duly authorized executive officer for the City of Oxford, MS, or his/her designee.
- 5) **Governing Law.** This Agreement shall be governed by the laws of the State of Mississippi.
- 6) **Notice.** Any notice required to be given under this agreement shall be in writing and sent by United States certified mail, return receipt requested to the party to whom the notice shall be given at the address set forth below:

a) City of Oxford
107 Courthouse Square
Oxford, MS 38655
Attention: City Clerk

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Intending to be legally bound, the parties have executed this agreement as of the date written above.

City of Oxford, Mississippi

Company _____
(Company name)

By: _____
Mayor

By: _____
(Printed name and office of authorized person)

(Signature)

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**SAMPLE
WRECKER TOW SHEET**

Wrecker Company		Date		Time	
Wrecker Driver		Reason for Tow			
Towed From		Towed To			
Oxford Police Case No.		Officer			

Vehicle Information	
State/Tag	
Make/Model	
Year	
Color	
VIN No.	

RATES

Maximum Tow Charge: \$200.00

Supplementary Resource Fee: \$ _____

Approved by: _____

Storage Fees: \$ 30 / Day: Number of Days: _____ = \$ _____

Officer Signature / Badge Number	
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The tow company shall complete their own official invoice and keep a copy of the signed wrecker sheet with their record of billing and payment.

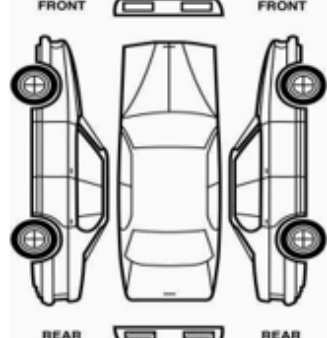
This sample sheet does not replace the official tow company invoice.

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EXAMPLE OF VEHICLE INVENTORY SHEET

Oxford Police Department

Reason for Tow		Case Information		Vehicle Information	
Accident		Case Number		State/Tag	
Arrest		Tow Company		Make/Model	
General Tow		Towed From		Year	
Impound		Towed To		Color	

Vehicle Inventory and Damage Assessment	
	
Owner/Driver Present When Towed	
	Yes / No

Driver Information			
Name		DL No.	
Address		Phone No.	

Impound Information			
Reason for Impound		VIN No.	
Seizure form completed	Yes / No	Copy to Owner	Yes / No
Vehicle / Trunk Locked	Yes / No	Key Location	
Registered Owner (Name, Address, Phone)			
Lienholder Information (Name, Address, Phone)			

Additional Information

Officer Name/Badge: _____ Date/Time: _____