

A RESOLUTION ADOPTING AN UPDATED ROTATION WRECKER POLICY,  
APPLICATION, AND AGREEMENT  
Resolution No. 06/2009-10

WHEREAS, in order to perform its traffic safety functions, the Carrboro Police Department is routinely required to use wrecker services to tow disabled, seized, wrecked, and abandoned motor vehicles; and

WHEREAS, in order to protect the interests of citizens operating motor vehicles within the corporate limits of the Town, the Police Department maintains and utilizes a rotating list of qualified operators to ensure the provision of prompt, effective, and safe towing service when requested by law enforcement or other authorized personnel; and

WHEREAS, the Town has used the same "Wrecker Rotation Agreement" for many years; and

WHEREAS, the "Wrecker Rotation Agreement" is outdated and required review and revision; and

WHEREAS, the updated and revised Rotation Wrecker Policy, Application, and Agreement provide a uniform, comprehensive, and objective method of dealing with rotation wrecker service providers;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE TOWN OF CARRBORO:

Section 1. The Board of Aldermen authorizes the Police Department to use the new Rotation Wrecker Policy, Application and Agreement.

Section 2. This resolution shall become effective upon adoption.

## MEMORANDUM

TO: MAYOR AND BOARD OF ALDERMEN

FROM: WILLIAM C. MORGAN, JR.

DATE: JULY 15, 2009

RE: NEW ROTATION TOWING POLICY, APPLICATION & AGREEMENT WITH PROVIDERS

This memorandum will introduce you to the proposed updated rotation towing policy, major differences between the old/current policies, the need for updating the policy and related issues. The new policy was developed by me, in consultation with Chief Carolyn Hutchison and Charlotte Lewis. Mike Brough has reviewed the policy as well and his suggestions have been incorporated into the policy and related documents.

Carrboro has used the same "Wrecker Rotation Agreement" for years. While it has worked generally well, there was a feeling that perhaps it was somewhat outdated. Also, it is a good idea with all police-related policies that they be periodically reviewed and revised as necessary. After carefully reviewing the Wrecker Rotation Agreement, we reviewed a number of policies from other North Carolina jurisdictions. The North Carolina Highway Patrol's policy was of particular assistance.

Carrboro currently does not have an actual "policy." Rather, the rules regarding rotation towing are contained within the Rotation Wrecker Agreement itself. All of the other jurisdictions we reviewed had a written policy. Most also had a standard application that wrecker service providers complete and submit requesting to be placed on the rotation list. Finally, a written agreement is utilized in most jurisdictions whereby providers selected to be on the rotation list enter into a contractual agreement with the jurisdiction to provide wrecker and towing services when called upon to do so. Typical applications track the corresponding policy's major requirements and thus are a good indicator of a given provider's actual ability to meet policy requirements. The agreements or contracts, in turn, set forth the providers' duties and responsibilities, and also track or mirror the policy requirements. Thus, we made a decision to develop a policy-application-contractual agreement approach for Carrboro.

Summary of Changes/Major Components

- (1) Must submit an application/requires CPD to investigate applicants' ability to comply with policy prior to placement on the rotation wrecker list
- (2) Storage facility requirements
- (3) Updated truck capabilities
- (4) More specific list of items each truck must contain (heavy duty broom, shovel, flares, fire extinguisher, scotch blocks, search lights, map of town, etc.)
- (5) Updated minimum insurance requirements

- (6) Clear statement of how the rotation list is maintained
- (7) More guidance on reasonable fees and requires providers to submit schedule of fees to Chief of Police on or before July 1<sup>st</sup> of each calendar year
- (8) Statement regarding alcohol/drug use of wrecker drivers
- (9) Requires officers to report violations observed during calls
- (10) Allows CPD to inspect facilities, trucks, etc.
- (11) Policy contains a list of relevant definitions
- (12) Requires drivers to carry operational cell phones
- (13) Requires providers to maintain full-time business office
- (14) Requires each provider to maintain its own facilities, trucks, insurance, etc.
- (15) Prohibits storage fees where provider is closed or unavailable to release vehicles
- (16) Requires providers to return personal property found within towed vehicles to owner
- (17) Prohibits charging of "storage fees" for date the vehicle is towed (storage fees begin to accrue the day after towing)
- (18) Allows officers to deviate from list due to emergencies, special equipment needs, etc.
- (19) Allows town to remove providers from rotation list for any reason

This approach, utilizing an up-to-date policy, application and written agreement provides a uniform, comprehensive and objective method of dealing with rotation wrecker service providers. If any of you have questions, concerns or desire additional information regarding the policy, then please do not hesitate to contact me or Chief Hutchison to discuss the same.

CARRBORO POLICE DEPARTMENT ROTATION WRECKER POLICY

In order to perform its traffic safety functions, the Carrboro Police Department is routinely required to use wrecker services to tow disabled, seized, wrecked and abandoned motor vehicles. The purpose of this policy is to regulate on-call wrecker service providers who have been approved for inclusion on the Carrboro Police Department's "Rotation Wrecker List" so that the public, and qualified wrecker services, are treated in a uniform, fair and reasonable manner.

**A. Definitions:**

1. **Applicant.** A person or business entity owning a wrecker service and applying for inclusion on the Rotation Wrecker List.

2. **Wrecker Service.** A person or entity engaged in the business of, or offering the services of, and owning a wrecker service or towing service whereby motor vehicles are or may be towed or otherwise removed from one place to another by the use of a motor vehicle manufactured and designed for the primary purpose of removing and towing disabled motor vehicles.

3. **Car Carrier or "Rollback."** A car carrier or rollback is a vehicle transport designed to tow or carry vehicles damage-free. The truck chassis shall have a minimum gross vehicle weight rating (GVWR) of 14,500 pounds. Also, the truck shall include: two lift cylinders with a minimum two and one-half inch bore; individual power winch pulling capacity of not less than 8,000 pounds; a length of wire rope (cable) on winch drum with a working load limit (WLL) that meets or exceeds the pulling capacity of the power winch utilized; and four tie down hook safety chains. The carrier bed shall be a minimum of 16 feet in length and a minimum of 84 inches in width inside side rails. A cab protector, constructed of aluminum or steel, must extend a minimum of 10 inches above the height of the bed. A "rollback" is not considered a small or large wrecker.

4. **Debris.** Includes any parts of a vehicle or material that may be strewn upon the surface of the roadway or highway right-of-way as a result of an incident/collision, and which may reasonably be cleared or removed. For this definition, "debris" shall also include any mud, soil, antifreeze, transmission, brake or other liquids/fluids that have been deposited onto the surface of the roadway as a result of a vehicle collision. Debris does not include cargo from property hauling vehicles or hazardous materials that are required to be handled by hazardous materials teams.

5. **Department.** The Carrboro, North Carolina, Police Department.

6. **Rotation Wrecker List.** A list of wrecker services which have applied and been approved by the Chief of Police to be placed on the rotation list for the purpose of towing vehicles at the direction of law enforcement or other emergency organizations. The Carrboro Police Department shall utilize rotation wrecker services in those instances in which the owner or person in control of a vehicle is unable or not permitted to determine the disposition or custody of the vehicle, or otherwise has no preference as to what wrecker service tows the vehicle.

**7. Officer.** All sworn personnel of the Carrboro Police Department who are charged with law enforcement duties.

**8. Storage Facility.** An off street storage facility, located within 30 minutes of the Police Department, secured by a minimum six (6) foot high chain link fence (or a fence of similar strength), a wall or building, or other barrier or fence of sufficient height or design to reasonably secure towed vehicles from unauthorized access or removal and to deter trespassing or vandalism, and where all entrances and exits are secure from public access. It is recommended, but not required, that storage facilities be properly lighted. Such facility shall include a parking area that shall be of sufficient size to accommodate all vehicles towed by the wrecker service for the Department.

**9. Wrecker or tow truck.** A small wrecker means a truck chassis having: a) a minimum gross vehicle weight rating (minimum gross vehicle weight rating, or GVWR, consists of the unloaded/curb weight of the vehicle plus the maximum carrying capacity recommended by the vehicle's manufacturer) of 10,000 pounds, and a maximum GVWR that does not exceed 26,000 pounds; b) a boom assembly having a minimum lifting power of 8,000 pounds as rated by the manufacturer; c) an 8,000 pound rated winch with a length of cable on winch drum with a working load limit that meets or exceeds the pulling capacity of the power winch utilized; d) a belt type tow plate or tow sling assembly; e) a wheel-lift with a retracted lifting capacity of no less than 3,500 pounds; f) dual rear wheels; and g) any additional safety equipment as specified by this policy.

## **B. Carrboro Rotation Wrecker Policy**

1. The Chief of Police shall include on the Rotation Wrecker List only those wrecker services which complete a written application (see the Town's Rotation Wrecker Application), meet the minimum standards set forth herein, and agree in writing to adhere to the provisions in this policy.

(a) Within five (5) business days after receipt of each application the Chief of Police (or his designee) shall initiate an investigation of the applicant's operation and storage yard. Such investigation shall be completed for the purpose of verifying the information in the application, and to determine whether the applicant is in compliance with the provisions of this Policy. If the Chief of Police (or his designee) determines that a wrecker service fails to satisfy one or more of the requirements set forth in this Policy, then the Chief (or his designee) shall notify the wrecker service owner of the reason(s) for refusing inclusion on the Rotation Wrecker List. Also, any wrecker service that fails to maintain compliance with the requirements of this policy may be removed from the Rotation Wrecker List.

(b) In order to promote continuing compliance, the Chief of Police (or his designee) may conduct unannounced inspections of operations and storage facilities during normal business hours. Any wrecker service operator that interferes with the above-described inspections, including withholding records and/or denying access to facilities, shall be removed from the Rotation Wrecker List.

(c) All applicants must complete a Rotation Wrecker Application (see attached).

(d) Successful applicants must sign a Rotation Wrecker Agreement prior to placement on the Rotation Wrecker List.

2. A wrecker service must have a full-time business office that is staffed and open during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays, and a storage facility. A representative from the wrecker service shall be available on call on a 24-hour basis to accept telephone calls from officers, and to allow access to towed vehicles. Also, the wrecker service must have someone available, at a minimum from 8:00 a.m. to 5:00 p.m. Monday through Saturday excluding holidays, to allow vehicles to be retrieved by registered owners, operators, or legal possessors. In order to ensure that the person(s) is entitled to possession, the wrecker service shall require sufficient identification from such person(s) seeking to claim a towed vehicle, and immediately upon release of a towed vehicle, the wrecker service shall contact the Town to inform that the vehicle has been released and to whom the vehicle was released. An individual (registered owner, legal possessor, or operator) shall not be charged a storage fee for days that he/she could not retrieve his/her vehicle as a result of an action or omission on the part of the wrecker service (such as where the wrecker service was not open, did not answer the telephone or a representative was not available to release the vehicle). Also, wrecker services are responsible for the collection of fees and costs incurred in the course of providing towing services. In addition, when a vehicle that has been towed is evidence of a crime or has otherwise been impounded or is subject to forfeiture, the Town shall so notify the wrecker service when the vehicle is towed, and the wrecker service shall not thereafter release the vehicle without the Town's written authorization.

3. Only one wrecker service owned by the same person will be allowed on the Rotation List. In any case where a husband and wife or other family members are engaged in the business of towing vehicles and desire to list each business separately on the wrecker rotation list, the wrecker service shall establish that it is a separate legal entity for every purpose, including federal and state tax purposes.

4. Vehicles towed at the request of the Department must be placed in a storage facility as defined in Section A.8 above.

5. Each wrecker must be equipped with legally required lighting and other safety equipment to protect the public, and such equipment must be in good working order.

6. Each wrecker service vehicle must be equipped with a dolly, an amber or yellow revolving light (which must be operating during any tow), and other equipment (as required by the laws of the State of North Carolina) to clean debris from the roadway and to maintain safety at the scene of an incident. Such other equipment must include a heavy duty push broom, dust pan (or shovel), flares, fire extinguisher, scotch blocks, and recovery lights or spot lights on the rear of the truck.

7. The wrecker service operator must remove all debris (see the definition of "debris" at Section A.4 above), other than hazardous materials, from the highway and the right-of-way prior to leaving the incident/collision scene. This debris removal must be completed as a part of the required service, and shall not be charged as an extra service provided. Hazardous materials consist of those materials and amounts that are required by law to be handled by Hazardous Materials Teams.
8. The wrecker service must be available to the Department for rotation service on a 24-hour per day and seven (7) days a week basis. Calls for service must not go unanswered for any reason.
9. The wrecker service shall respond, under normal conditions, in a timely manner and in any event within 30 minutes of receiving the call for service. Failure to respond in a timely manner may result in a second rotation wrecker service being requested. If a second wrecker service is requested before the arrival of the first rotation wrecker service, then the initially requested wrecker shall forfeit the call, shall immediately leave the collision/incident scene, and shall not receive compensation. Also, a wrecker service shall not proceed to the scene of an incident without being dispatched by the Department's Communication Center. "Running wrecks" or solicitation of business at an incident scene is prohibited.
10. Each wrecker service driver shall have a valid driver's license for the type of vehicle driven to an incident. A limited driving privilege shall not be allowed.
11. The wrecker service shall adhere to all Federal and State laws and local ordinances and regulations related to registration and operation of wrecker service vehicles, and all wrecker drivers must observe all traffic laws while responding to an incident.
12. The wrecker service shall employ only wrecker operators who demonstrate an ability to perform required services in a safe, timely, efficient and courteous manner and who satisfy all of the requirements for wrecker drivers established or referenced herein. Wrecker owners, operators and employees shall not be abusive, disrespectful, or use profane language when dealing with the public or any member of the Department and shall cooperate at all times with officers of the Department. Also, all wrecker drivers must be experienced and knowledgeable of the proper and safe operation of wreckers and of the towing of vehicles such that dependable service is delivered without damage caused to the vehicle in tow.
13. Every wrecker service on the Rotation Wrecker List shall have insurance as required by N.C.G.S. 20-309(a), and shall maintain the following:

Garage Keepers Policy: A garage keeper's legal liability policy covering fire, theft, windstorm, vandalism, and explosion in the minimum amount of \$100,000 with each vehicle suffering damage being deemed a separate claim.

Garage Liability Policy: A garage liability policy covering the operation of the owner's business, and vehicles or other equipment for any bodily injury or property damage for which the operator may be held responsible. This policy shall have minimum limits of

\$100,000 for injuries to a single individual, \$300,000 for injuries per incident and a minimum of \$10,000 for property damage arising out of a single incident.

Hook or Cargo Policy: Each wrecker service on the Rotation Wrecker List shall have in effect a valid hook or cargo insurance policy, in the amount of \$50,000, issued by a company authorized to do business in the State of North Carolina.

Notice Endorsement: All insurance policies must contain an endorsement by carriers providing ten days notice to the Town and insured in the event of any change in coverage. Also, each wrecker service must immediately notify the Chief of Police of any insurance lapse or change. In addition, each wrecker service shall ensure that the Town is listed as "Certificate Holder" on the Certificate of Liability Insurance.

14. A wrecker service shall notify the Department without delay whenever the wrecker service is unable to respond to calls.

15. Notification of rotation wrecker calls shall be made by the police dispatcher to the owner/operator or employee of the wrecker service. Notification shall not be made to any answering service, pager or answering machine.

16. 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 shall provide a business card to the investigating officer and owner or person in apparent control of the vehicle before leaving the scene.

17. Each wrecker service vehicle must be registered with the Division of Motor Vehicles in the name of the wrecker service, and each vehicle must be insured by the wrecker service. Dealer tags shall not be displayed on wreckers that respond to rotation calls.

18. Wrecker service operators shall secure all personal property at the scene of an incident to the extent possible, and preserve personal property in a vehicle which is about to be towed.

19. Upon request or demand, the wrecker service shall return personal property stored in or with a vehicle, whether or not the towing, repair, or storage fee on the vehicle has been or will be paid. Personal property, for purposes of this provision, includes any goods or any other property having any value whatsoever other than items directly related to the functioning of the vehicle itself.

20. After financial obligations have been agreed upon between the wrecker service and the owner(s), or appropriate party, of the disabled vehicle(s), the wrecker service shall tow such vehicle(s) to any destination requested by the vehicle owner, or other person with apparent authority.

21. Unless the vehicle is being preserved by the Department as evidence, the wrecker service shall allow insurance adjusters access to and allow inspection of the vehicle at any time during normal business hours.



22. Neither the placement of a wrecker service on the Rotation Wrecker List nor the act of calling a wrecker service on the rotation list to tow a vehicle creates a contract with or an obligation on the Town of Carrboro, or its personnel, to pay any fee or towing charge, except when: (a) the towed vehicle is a Town-owned vehicle; (b) the towed vehicle is later forfeited to the Town; (c) a court determines that Carrboro Officers wrongfully authorized the tow and orders the Town to pay towing and storage fees; (d) the towed vehicle is to be held as evidence; or, (e) **where the wrecker service is contacted by the Town to tow a vehicle and responds to the scene within the 30 minute period prescribed herein, but the vehicle owner or his agent removes the vehicle before wrecker service tows it away. In such event, the Town shall pay to wrecker service one-half the fee that would have been charged to the vehicle owner if the towing had been completed.** Also, the placement of a wrecker service on the rotation list does not guarantee a particular number or quantity of calls, or an equivalent number of calls to every wrecker service on the Rotation Wrecker List. If a wrecker service responds to a call, then said wrecker service shall be placed at the bottom of the Rotation Wrecker List unless the wrecker service, through no fault of its own, is not used or is not entitled to receive compensation for the call. In that event, such wrecker service shall be placed back at the top of the Rotation List. Each wrecker service shall be compensated by the person who seeks release of the towed vehicle(s). Each wrecker service agrees to charge reasonable towing fees and storage fees commensurate with fees charged to other customers, and each service agrees to furnish, on or before July 1st of every year, the Chief of Police with a schedule of all fees. The Chief of Police reserves the right to disapprove any fees that in his or her judgment are excessive based upon the prevailing fees in the community. Also, the placement of a wrecker service on the List does not entitle any wrecker service to compensation as a consequence of a failure to call the wrecker service in accordance with the list or as a consequence of the removal of the wrecker service from the Rotation List.

23. A rotation wrecker service, upon accepting a call for service from the Department, must use its wrecker. Wrecker companies shall not refer a call to another wrecker company or substitute for each other.

24. If a rotation wrecker service moves its business location or has a change of address, the owner of the wrecker service must notify the Chief of Police of the new address or location. Notification shall be made in writing, no later than ten days prior to the projected move. The wrecker service shall not be entitled to receive rotation calls prior to inspection of the new facility.

25. A wrecker service may dispatch either a wrecker or a car carrier "rollback" in response to a rotation wrecker call, except where the wrecker service is advised that a particular type of recovery vehicle is needed due to existing circumstances.

26. A rotation wrecker service driver or employee shall not respond to a Department-initiated call for wrecker service with the odor of alcohol on his/her breath, or while under the influence of alcohol, drugs, or any impairing substance.

27. Storage fees shall not begin to accrue until the next calendar day following the towing of a vehicle.

28. The operator of a vehicle, if present and not incapacitated, shall have the right to select a wrecker service of his choice provided, however, that the requested wrecker service is located within a reasonable distance to the incident site. Carrboro Police Department personnel at the scene shall determine the reasonableness of the distance from the incident site, and their decision shall be final. Also, if the operator of a vehicle to be towed is not present, is incapacitated, or has no preference for a specific wrecker service, then Department personnel shall determine the wrecker service per the Wrecker Rotation List. In addition, when emergency circumstances prevail, the Department officer may request wrecker services from the entity service closest to the scene. A Department Officer may also request wrecker services from any entity operating large cranes or other heavy recovery equipment when the same is necessary to remove traffic obstacles such as large trucks or heavy equipment. The determination regarding whether an emergency exists, or whether a specialized recovery service is required, shall be the sole discretion of the Department on-duty supervisor.

29. In no event shall any officer, in the performance of his duties, recommend any wrecker service, motor club, or automobile membership service to the owner or driver of a wrecked or disabled vehicle, nor shall any officer, in the performance of his duties, recommend the services of a particular wrecker service, motor club, or automobile membership service. Officers shall, whenever possible and practicable, dispatch the wrecker service requested by the motorist requiring such services.

30. An Officer who notices a violation of the provisions of this Policy shall notify the Chief of Police in writing as soon as practicable. The Chief shall notify, in writing, said wrecker service about the violation(s), and of any planned corrective actions. Also, a wrecker service that is dissatisfied with the rotation system, or with the requirements of this policy, shall file a written statement to the Chief of Police. If the Chief cannot satisfy such complaint, then a statement shall be filed with the Town Manager whose decision will be final.

31. By submitting an application and accepting placement on the Rotation Wrecker List, each wrecker service agrees to forever hold harmless and to fully indemnify the Town of Carrboro and its personnel, agents, officials, and Town Board, in both their official and individual capacities, from any and all judgments, liens, claims, assessments, demands, attorney fees, actions, and causes of action of any sort arising out of any damage or injury sustained by any person or entity by reason of any negligent or willful act or omission of the permit holder or its officers, employees, agents, or contractors in connection with rendering services.

32. Wrecker services on the Rotation Wrecker List shall not employ any person who is also employed by the Town of Carrboro. The Town will not approve an application for the rotation wrecker list nor enter into a contract with a wrecker service that employs a full or part time employee of the Town.

33. Upon ten days notice, any wrecker service may be removed from the Rotation Wrecker List for any reason; however, such termination shall not affect the responsibilities of the parties relating to vehicles that have been towed as of the termination date.

# TOWN OF CARRBORO ROTATION WRECKER APPLICATION

## 1. BUSINESS DESCRIPTION.

Name of Wrecker Service: \_\_\_\_\_

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

Twenty-four hour service telephone number (cannot use pager): \_\_\_\_\_

Telephone number in case of emergency: \_\_\_\_\_

Name of Owner(s) (not corporate name): \_\_\_\_\_

Owner's address: \_\_\_\_\_

## 2. DRIVERS.

Attach to this application a list of the names, addresses, and cellular telephone numbers for all drivers who will provide rotation wrecker services and attach a photocopy of the driver's license of each driver.

### 3. WRECKER SERVICE VEHICLES.

Attach to this application a list of all vehicles that will be used for rotation wrecker services. This list shall include: make, model, year, license plate number, and gross vehicle weight rating (GVWR) for each vehicle.

#### 4. COMMUNICATIONS.

Describe the communication system between your place of business and your vehicles. Also, please describe your method to insure prompt dispatch of vehicles upon receipt of a call from the Town of Carrboro.

[illegible]

5. STORAGE FACILITY.

Describe your storage facility. This description shall include location/address, size, fencing type and height, lighting, and security measures regarding the protection of stored vehicles.

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6. INSURANCE REQUIREMENTS.

Attach to this application a copy of your Garage Keepers Policy, Garage Liability Policy, and Hook or Cargo Policy.

7. CERTIFICATION.

I hereby apply for placement on the Rotation Wrecker List. I have read and fully understand the Carrboro Police Department Rotation Wrecker Policy, and I hereby certify that I have a wrecker service that meets or exceeds all of the requirements set forth in said Policy. Also, I certify that my wrecker service will remain in continuous compliance with the terms of the Rotation Wrecker Policy.

8. SIGNATURES.

Applicant's authorized signature: \_\_\_\_\_

Title/position: \_\_\_\_\_

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

STATE OF NORTH CAROLINA

COUNTY OF ORANGE

**ROTATION WRECKER AGREEMENT**

This agreement is entered into this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the Town of Carrboro, a municipal corporation, hereafter referred to as “the Town”, and \_\_\_\_\_, the operator of a wrecker service, hereinafter referred to as “wrecker service”.

WHEREAS, in order to protect the interests of citizens operating motor vehicles within the corporate limits of the Town, the Town’s Police Department maintains and utilizes a rotating list of qualified operators (“rotation wrecker list”) to ensure the provision of prompt, effective, and safe towing service when requested by law enforcement or other authorized personnel; and

WHEREAS, the wrecker service has completed an application (see the Town's Rotation Wrecker Application) to be placed on the rotation wrecker list, the Police Department has reviewed the same and determined that the wrecker service meets the criteria set forth in the Carrboro Police Department Rotation Wrecker Policy, and is desirous and capable of providing services pursuant to said policy;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and promises contained herein, the Town and the wrecker service hereby agree as follows:

1. **Wrecker service to Provide Towing Service:**

(a) Wrecker service shall provide services at the request of the Town in accordance with the terms of this Agreement. Such requests for wrecker service may be made by Town officials and employees whenever, by State Law or local ordinance, the Town is

authorized to have vehicles removed from private property, accident locations, no parking zones, fire lanes, travel lanes, and other locations.

2. Response to Requests for Towing Service:

(a) Wrecker service shall respond to requests from the Town for towing service 24 hours per day, seven (7) days per week.

(b) When called upon to respond, the wrecker service shall arrive at the location of the vehicle to be towed within thirty (30) minutes after being requested to provide towing services. If wrecker service fails to arrive within the prescribed time, another wrecker service may be contacted by the Town and neither the Town nor any of its officers or employees nor the owner of the vehicle to be towed shall be liable for any fee, cost or expense incurred by wrecker service in such a situation.

3. Carrboro Police Department Towing Policy:

(a) Wrecker service covenants that it has reviewed the Carrboro Police Department Rotation Wrecker Policy, attached hereto as Exhibit A and incorporated by reference as if fully set forth herein, and that Operator meets or exceeds all of the requirements set forth therein, and will continuously meet or exceed said requirements at all times while on the Rotation Wrecker List.

4. Indemnification:

(a) By submitting an application and accepting placement on the Rotation Wrecker List, Operator agrees to forever hold harmless and to fully indemnify the Town of Carrboro and its personnel, agents, officials, and Town Board in both their official and individual capacities from any and all judgments, liens, claims, assessments, demands, attorney fees, actions, and causes of action of any sort arising out of any damage or injury sustained by any

person or entity by reason of any negligent or willful act or omission of Operator or its officers, employees, agents, or contractors in connection with rendering services.

5. Compensation:

(a) Except as provided in (d) and (e) below, the Town shall not be liable to any wrecker service for any fee or expense incurred as a result of the provision of services called for by this agreement. Rather, each operator shall be compensated by the person who seeks release of a towed vehicle. Each wrecker service agrees to charge reasonable towing fees and storage fees commensurate with fees charged to other customers, and each service agrees to furnish, on or before July 1st of every year, the Chief of Police with a schedule of all fees. The Chief of Police reserves the right to disapprove any fees that in his or her judgment are excessive based upon the prevailing fees in the community. Also, the placement of a wrecker service on the Rotation List does not entitle any wrecker service to compensation as a consequence of a failure to call the wrecker service in accordance with the list, or as a consequence of the removal of the wrecker service from the Rotation List.

(b) The schedule of fees as filed with the Town may be exceeded if unusual and extraordinary circumstances prevail at the scene of an emergency that requires an unusual expenditure of time and labor by the wrecker services operator.

(c) The wrecker service shall have a lien on the vehicle towed to recover the charges provided for in this section, in accordance with the laws and North Carolina General Statutes, including but not limited to G.S. 44A-2(d).

(d) When a wrecker service is contacted by the Town to tow a vehicle and said wrecker service responds to the scene within the 30 minute period prescribed by Section 2(b) above but the vehicle owner or his agent removes the vehicle before wrecker service tows such



vehicle away, then the Town shall pay to wrecker service one-half the fee that would have been charged to the vehicle owner had the towing been completed. The owner of the vehicle intended to be towed shall not be responsible for any payment to the wrecker service, nor shall the wrecker service attempt to collect any payment from such individual. The wrecker service shall bill the Town monthly for such fees, and the Town shall not be obligated to pay any charges based upon services that occurred more than 45 days prior to billing.

(e) If a determination is made by a Magistrate or other judicial official under Article 7A, G.S. Chap. 20 that a vehicle was towed without probable cause and the wrecker service has not been paid for the towing charges, then such charges shall be paid by the Town upon proper invoice.

6. Release of Vehicles Towed:

(a) The wrecker service shall be available at all times to release any vehicle towed; however, if the person requesting the release of the vehicle fails to claim such vehicle at the place and time requested, then wrecker service shall not be required to release the vehicle until the next regular working day.

(b) The wrecker service shall require sufficient identification of the person seeking to claim a towed vehicle to ensure that said person is entitled to possession of such vehicle.

(c) Immediately upon release of a towed vehicle, the wrecker service shall contact the Town and to inform that the vehicle has been released and to whom the vehicle was released.

(d) When a vehicle that has been towed is evidence of a crime or has otherwise been impounded or is subject to forfeiture, the Town shall so notify the wrecker service when the

vehicle is towed, and the wrecker service shall not thereafter release the vehicle without the Town's written authorization.

7. Limitation on Hiring by Operator of Town Employees:

(a) The wrecker service shall not employ any person who is also employed by the Town of Carrboro. If a person employed by the Town is employed by a wrecker service at the time this contract is executed, then such person shall be given two weeks notice of dismissal.

8. Termination:

(a) Upon ten days notice, this contract may be terminated by either party for any reason at any time; however, such termination shall not affect the responsibilities of the parties relating to vehicles that have been towed as of the termination date.

IN WITNESS WHEREOF, the Town and the wrecker service have caused this instrument to be executed the day and year first above written.

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Operator

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Steve Stewart, Manager  
Town of Carrboro