



**James Richardson**  
Chief of Police

**SGT B Fletcher**  
A Squad

**SGT T Riley**  
B Squad

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45 WEST HIGH STREET, HODGENVILLE. KENTUCKY 42748 PHONE (270) 491-5357

## **TOW CONTRACT**

### **Definitions:**

**City Tow:** Any tow of a city owned vehicle

**Parking Enforcement Tow:**

Any tow or storage request by a City code enforcement officer to secure any vehicle to be removed from the public way or property over which the City has control.

**Police Tow:** Any tow or storage request by a City police officer to secure any vehicle involved in a police investigation.

**Private Tow:**

A City requested tow of any vehicle not owned by the City, including the following types of tows:

- 1. Next in Line:** A tow or emergency road service request made through a City agent by a vehicle owner, agent or person in charge of a vehicle without designating a company or organization to provide said services.
- 2. Owner's Request:** A tow or emergency road service request made through a City agent by a vehicle owner, agent or person in charge of a vehicle who designates the company or organization to provide the services.
- 3. Impound:** A tow or storage request by a City police officer for any vehicle whose operator is unable to assume responsibility for the vehicle; or, any other tow authorized by KRS or City ordinance.

**Towing Independent Contractor:**

A towing company that has entered into an Agreement with the City to provide vehicle towing and storage services.

**Business:**

Business is defined as an establishment with a City of Hodgenville business license, offering services to the public during normal duty hours, Monday through Friday. Hodgenville Police and emergency telephone numbers must be posted in plain view for after normal hours of business and weekends.

**Description of Vehicle:**

Includes license number, issuing state, make, model, year, body style, color and vehicle identification number (VIN)

**DURATION:**

The Agreement commences on the effective date and will remain in effect for a period of two (2) years or until terminated according to the terms specified in (25) Control; and (26) Remedies; of this Agreement. Upon the request of a minority of the Independent Contractors which have signed an Agreement for towing and storage services, the City agrees to review all fees as specified in (19) rates and Charges, for adjustments after a period of two years from the effective date of this Agreement.

**SELECTION:**

In determining which companies will tow for the City of Hodgenville, experience, availability, honesty, and past working relationships with the City of Hodgenville Police Department will be taken into consideration.

The City of Hodgenville Police Department may do a background check on all eligible tow services and drivers of that service that apply for this contract. The background check may include, but is not limited to, the following:

- (a) Attorney Generals Office (Consumer Protection Division)
- (b) Other public and private agencies
- (c) Conviction records

**SERVICES TO BE PERFORMED:**

The City shall obtain the following services from the Independent Contractor on a system of rotation with other towing services independent contractors which have entered into a similar Agreement with the City (a running log of rotation schedule shall be maintained by dispatch):

1. Removal of vehicles from property under City control when the public welfare or safety require removal of the vehicle and the owner or operator does not or cannot express any preference for a particular towing service, the owner or operator cannot be located, or the vehicle has been impounded by the City;

2. Removal of abandoned vehicles from City streets, alley ways or property under the control of the City;
3. Towing of City-owned vehicles;
4. Towing and, on occasion, storing vehicles involved in police investigations.
5. Lockout service is an optional service to be provided by the contractor. NOTE: Should an Independent Contractor be called ONLY to provide service to unlock a vehicle they will not lose their place in the rotation.

**REQUIREMENTS:**

Independent Contractors shall obtain a letter of authorization from the City. To receive the authorization, the applicant must have equipment and facilities that meet the following minimum standards and requirements when performing the duties under this Agreement, as well as being able and expressing a willingness to continue to conform with the standards as set forth. It is understood that these standards and requirements may be revised and updated as the needs of the City change. Independent Contractor will be given written notice at least thirty days prior to implementation of any revisions in the requirements or standards.

**WHEN PERFORMING DUTIES UNDER THIS AGREEMENT, INDEPENDENT CONTRACTOR WILL COMPLY WITH THE FOLLOWING:**

- 1. Ledgers, records, impound releases and bills:** Shall be kept for all vehicles towed and shall be made available to the Hodgenville Police Department upon request. these records will be kept for a period of three (3) years.
- 2. Ownership:** All vehicles used to tow or respond to calls for service shall be owned or leased exclusively by the Independent Contractor, and available on call for service at the request of the Hodgenville Police Department.
- 3. Trade Name/Location Changes:** The Independent Contractor shall notify the Chief of Police or his designee of the Hodgenville Police Department in writing of any change of trade name or the use of any additional trade names within 30 days. Any locations or equipment requiring inspection added, or changed, shall also be made available for inspections within 30 days of opening said location.
- 4. Rules and Conduct:** The Independent Contractor shall conduct business in an ethical, orderly manner.
- 5. Inspections:** All records, equipment and storage facilities of the Independent Contractor are subject to periodic inspections with or without notice by the City. The Hodgenville Police Department may schedule random inspections and/or audits. The attendance of the Independent Contractor and/or his/her designee in **mandatory**. Failure to attend and/or comply with said inspection and/or audit shall result in the suspension of all rights and privileges of this Agreement.

**6. Solicitation:** Independent Contractor tow units are not permitted to stop and solicit business. They must be requested to stop by the person in control of the disabled vehicle or by police.

**7. Regulation:** The Independent Contractor shall comply with all laws, ordinances, and Council resolutions that regulate tow units, impounding, towing, storing, selling, junking of vehicles. Contractor must meet the requirements of all State Laws which pertain to towing services, which are now enacted or may be enacted during the life of this contract.

**8. Cooperation:** The Independent Contractor shall cooperate with the City in removing hazards, illegally parked vehicles and in impounding vehicles.

**9. Complaint Level II Reflective Safety Vest:** All Independent Contractor employees that respond to, and provide service during, a City requested call shall wear a compliant Level II reflective safety vest.

**10. Release of Vehicles:** The Independent Contractor's operations must provide for the release of vehicles Monday through Friday from 8:00 am through 4:00 pm, excluding official federally recognized holidays. Vehicles may be released after hours and a separate service charge assessed.

**11. Response Time and Delays:** The Independent Contractor shall maintain business records for recording pertinent data on each tow dispatched. If, when called for service by the City, a tow unit cannot be dispatched to arrive at the scene within the time limits as set forth below, the Independent Contractor or their representative shall advise the City immediately that they are unavailable. In such an event, the independent Contractor will be moved to the bottom of the rotation list.

If an Independent Contractor fails to arrive at the tow site within the standard time limits, the City may, at its option, cancel the request and cause another Independent Contractor to be dispatched.

An Independent Contractor's failure to respond to the tow location may be excused if the Independent Contractor's failure is due to accident, riot, natural disaster, or other cause beyond Independent Contractors control, but shall not affect the City's right to cancel the tow request.

Except when performance of a tow is excused by the City in accordance with the provisions as set forth in this Agreement, the Independent Contractor shall respond to at least 80 percent of the tow requests it receives from the City. If an Independent Contractor fails to respond to at least 80 percent of the tow requests it receives from the City in any 30 day period, or develops a pattern of being unavailable or slow in response, the City may, at its discretion, suspend or cancel this Agreement.

The tow vehicle shall operate within all applicable speed limits and use safe driving practices when responding to any request for service. Any violation of the State or Local Laws shall be considered just cause for suspension and/or subsequent revocation from the Agreement.

The standard response time within which response times within which an Independent Contractor shall respond to the City's request for towing services, unless excused, are as follows:

- A. All tows within the City limits, with the exception of heavy-duty tows, shall arrive at the requested tow within thirty (45) minutes from the time the Independent Contractor receives the tow request;

B. When heavy-duty tow equipment is required, it shall arrive at the location of the requested tow within a reasonable period of time from the time the Independent Contractor receives the tow request (Not to exceed one hour);

C. Under emergency conditions, the Independent Contractor must have the capability of immediate response to the request for tow. The determination of whether or not an emergency exists shall be made by the City representative at the scene.

**11. Responsibility for Acts:** The Independent Contractor shall be responsible for acts committed by its employees. Neither the City nor its representatives shall be liable for the acts of the Independent Contractor or its employees.

**12. Prohibited Acts:** Independent Contractors, its officers, employees, or agents shall not:

A. Assign, sublet, or subcontract any portion of its rights or responsibilities under this contract without the written permission of the Chief of Police or his/her designee. Nor shall the Independent Contractor sell or transfer any of its rights or responsibilities under this contract;

B. Monitor the police radio for profit or gain;

C. Solicit information as to accident locations by payment of any form of gratuity;

D. Solicit that at an accident scene without first determining whether towing assistance has already been requested. A prior request shall prohibit solicitation. However, anyone may render assistance without charge at an accident scene to clear public way or provide other safety or humanitarian services;

E. Require pervenance of repair work on a vehicle involved in an accident or breakdown in connection with providing towing services for such vehicle;

F. Make any repairs or altercations to a vehicle without first being authorized to do so by the registered owner, an authorized insurance company, or other authorized agent of the foregoing. This shall not be construed to prohibit the Independent Contractor from making emergency alterations necessary to permit the toeing of a vehicle;

G. Exempt when specifically directed by a police officer, fire fighter, or emergency medical technician, a vehicle shall not be towed while occupied;

H. Charge for service not performed, performing unnecessary services or making duplicate charges for same service;

I. Use profane or abusive language to citizens;

J. Be discourteous to any citizen;

K. Interfere with or injure the Agreement rights of any other towing and storage service that has entered into this or a similar Agreement with the City.

**13. Notifications:** The Independent Contractor or their employees shall notify the police department without delay whenever they observe activity that is of a criminal nature or require police action.

**14. Vehicle Equipment Standards:** All tow trucks under this agreement shall have, at a minimum, the following equipment:

A. Every tow truck shall display lettering on both side of the vehicle that indicates the name or trade name of the towing service, city and state in which the tow truck is customarily based, the business telephone number, and their DOT or IFTA number. Said lettering shall contract sharply in color with the background and be a minimum of two (2) inches in height. **NOTE:** Magnetic signs are expressly prohibited;

B. Minimum of one light mounted behind the cab of the tow truck which is capable of illuminating the area of the tow under darkened, foggy or dangerous conditions;

C. A FCC licensed two way radio for communications. A cellular phone is acceptable;

D. Cables wire ropes in working condition;

E. A fully functional light bar with amber lamps at 360-degree visibility. The truck may also be equipped with flashing amber lights. Such lighting shall not be used when responding to a call, but only at the scene when necessary to warn approaching traffic of impending danger;

F. A broom and a shovel. The broom shall be at least eighteen inches wide and have a handle at least four feet long. The shovel shall be a flat scoop type with a minimum width of seven inches and overall length of at least three feet;

G. A wheel lift, car carrier or other compatible device made of a material designed to protect vehicles and motorcycle while being towed. A Tow Sling alone will not qualify. In addition, all HD wreckers must be equipped with an under-reach device;

H. One five-hundred-pound fire extinguisher, 25 BC rating or equivalent;

I. One snatch block for each tow line or their equivalent in good working condition. Snatch block requirements as follows:

- four (4) Ton Block for 8,000-pound winch (LD)
- Eight (8) Ton Block for 25,000-pound Winch (HD)
- Ten (10) Ton Block for 40,000 to 50,000-pound winch (HD)

J. One portable dolly or its equivalent for hauling vehicles that are not towable;

K. One pry bar at least three (3) feet long;

L. One ax;

- M. Portable lights for the unit being towed including, but not limited to, taillights, stop lights, tow light bar, and directional signals;
- N. Six (6) traffic safety cones (MUTCD 6I compliant);
- O. One flashlight;
- P. A tire pump or air tank;
- Q. Battery jumper cables;
- R. A standard first aid kit;
- S. Five-gallon bucket filled with absorbent;
- T. Compliant Level II reflective safety vest(s) NOTE: Must be worn on all calls;
- U. A standard truck (LD) as necessary to recover passenger cars, pickup trucks and their loads, small trailers or equivalent vehicles shall be equipped as follows:
  - 1) All equipment used in conjunction with the tow truck must be compatible with the manufacturer's recommendations or its installation and maintenance. Additionally, all equipment must comply with current state and federal laws and regulations;
  - 2) 10,001 Lbs. Gross Vehicle Weight rating (GVWR) or greater;
  - 3) Dual tires on the rear axle;
  - 4) Six-ton boom rating, dual or single boom with dual or single winches to control a minimum of one service cable, except a car carrier which by its nature does not utilize a boom. NOTE: All booms and winches must be operated by hydraulics;
  - 5) May include a wheel lift or roll back tow trucks for their class of tow truck;
  - 6) Proof of inspection decal from the City of Hodgenville Police Department. Each vehicle that is to provide service by way of this agreement must have a decal affixed to the inside of the windshield's lower portion on the driver's side. This shall be renewed every two years.

**15. Removing Debris:** An Independent Contractor tow unit operator is required to remove all glass and debris deposited upon the roadway by the disabled vehicle which he has received authorization to tow. In addition, the tow unit operator must spread absorbent upon that portion of the roadway where oil or grease has been deposited by the disabled vehicle. The police or fire department employee on the scene will determine if spilled materials constitute an environmental hazard that would necessitate a response by the fire department.

**16. Lockouts:** Should the City receive a call for service of which the only service requested is that of unlocking a vehicle, and the caller does not request a specific company or service provider, the next in line Contractor shall be notified and offered the call. Whether or not they respond to provide the service, they will not lose their place in line for towing services.

**17. Authorization:** To protect the Independent Contractor, written authorization must be obtained from one of the persons designated below before any service can be performed to prepare the vehicle for towing:

- A. the driver;
- B. the registered owner;
- C. the legal owner;
- D. their insurance company;
- E. the agent of any of the above
- F. an employee of the Police Department;

The written authorization must include:

- A. An itemized statement of all services to be performed;
- B. The rates and charges entered;
- C. The signature of the tow operator;
- D. The signature of the person authorizing the tow;
- E. The name, address and telephone number of the towing operation business and the days and hours the business is open for release of the vehicle.

Prior to leaving the scene, a copy of the completed authorization must be furnished to the customer immediately following the work or demanding payment. Before any repair or alteration to prepare the vehicle for towing is performed by the Independent Contractor, it must be authorized in writing by the customer. If the Independent Contractor fails to foresee a cost of service incidental to the towing, he/she is still bound by the itemized statement (a written contract). Emergency altercations necessary to remove the vehicle from the scene by towing are not prohibited. Emergency altercations CANNOT be charged for if not listed in the itemized statement.

**18. Storage Facilities:** All approved facilities shall be inspected by a representative of the City of Hodgenville Police Department prior to the signing of this Agreement in order to determine that they comply with the provisions of this Agreement, and may be inspected during the term of this Agreement during regular business hours to determine that they continue to comply with the provisions of this Agreement. Every storage facility must conform to all state, county and city land usage regulations.



The Independent Contractor shall maintain storage facilities contained by a fence not less than six (6) feet in height and locked when unattended to maximize security, and if possible, lighted during the hours of darkness with continuous video surveillance. Facilities must have adequate storage space to meet the continuing needs of the City for such storage.

Independent Contractors storage facilities shall be posted with appropriate signage that is in plain view of the public way and shall include thereon the company name, telephone number, including an after hours number; regular business hours; and information that a service charge will be levied for release obtained at other than regular business hours.

Storage lots must be accessible Monday through Friday (excluding Holidays), during business hours. Business hours being described as 8 am through 4 pm.

If the storage lot and office designated is not owned by the to operator, a copy of a fully executed lease will need to be submitted with this agreement.

No more than one Tow Company can be operated out of the same storage lot and office location.

**19. Protection and Handling of Vehicles:** It is the responsibility of the Independent Contractor to protect all impounded vehicles until the vehicles have either been released to their owners or disposed of through legal process.

A. Vehicles requiring impounding for police purposes shall not be towed to the approved storage facility, but at the direction of the Police Department, shall be towed directly to the Hodgenville Police Department storage area or other location as many be designated by the police employee at the scene.

B. Vehicles impounded with a hold will be towed and stored at the respective tow facility unless directed otherwise. The vehicle will be released by the Independent Contractor only upon receipt of a release from the police department.

C. Parts or contacts shall not be removed from the impound vehicle without authorization from the owner or agency authorizing the impound. The release of vehicles stored at Independent Contractors facilities shall be the sole responsibility of the Independent Contractor.

**20. Property in Vehicles:** The Independent Contractor has the responsibility of safeguarding all the article left in a towed and impounded vehicle while in the care and storage of the Independent Contractor. All property left in vehicles impounded by the City shall be listed on the "Vehicle Impound Inventory Report", a copy of which is attached hereto and incorporated herein by reference. Said form shall be completed by a police employee, and the tow truck operator shall verify its accuracy by affixing thereto his signature. A copy of the report shall be retained by the Independent Contractor until the vehicle is released, at which time the copy shall be forwarded to the City.

During regular business hours, owners of the vehicles shall be allowed to remove any personal items form the towed/stored vehicle (which are not affixed to the vehicle) at no additional charge, unless

there is a medical or safety emergency that requires retrieval of the personal property during other hours.

NOTE: Under no circumstances will the Contractor hold, or otherwise detain the contents (luggage, tools, compact disks, etc.) of a vehicle towed and/or stored pursuant to a Hodgenville Police Department related matter as collateral for the tow/storage fee. In all Hodgenville Police Department towing matters the vehicle itself shall be the sole source of collateral.

**21. Liens and Disposal:** The Independent Contractor shall adhere to applicable respective state, county and municipal laws concerning the disposition of lost or unclaimed vehicles. NOTE: The Contractor may add fees per actual costs generated by the adherence to state laws in accordance with the disposal of an unclaimed vehicle. All said costs/fees must be documented by receipt and available for inspection.

**22. Heavy-Duty Tows:** Heavy duty tow units will be requested by the City when their representatives at the scene determine heavy duty tow equipment is necessary. When requests for tows involving tractor-trailers or other oversized vehicles are required,; and, an extraordinary circumstances exists that directly impacts the public safety, or has a strong potential to do so, the police department has the option of calling any tow contractor needed to safely and expeditiously address the concern regardless of the company or drivers request.

Cables for HD equipment must be capable of being fully extended from and fully wound onto its drum with a minimum length of 150 feet and all cables shall be in good working order.

Any wrecker service that responds for Heavy-Duty tows must have a minimum two HD Wreckers in their fleet; one having a minimum of a 30-ton boom and winch capability; and, the other having a minimum of 50-ton boom and winch capability. In all cases, it will be the responsibility of the Independent Contractor to ensure their towing equipment is capable of towing the load safely.

**23. Rates and Charges:** Rates and charges for towing and storage of vehicles contracted as a result of police activity or in the performance of duties of Independent Contractor pursuant to this Agreement shall not be exceeded. Additional charges shall not be made for special equipment or services necessary to prepare vehicles for towing and storage, except as provided herein. Rates and charges shall be posted in the office and all bills shall be itemized.

It is understood and agreed that the Contractor shall tow any vehicle on request of the City of Hodgenville Police Department and that the Contractor shall charge the owner of the vehicle towed and shall not charge the City of Hodgenville Police Department or the City of Hodgenville for any service rendered or performed pursuant to this contract.

**A. Notice:** A sign listing the charges and rates of all services must be conspicuously displayed in the office of the Independent Contractor;

**B. Towing:** Charges shall be based on a flat rate as follows: NOTE: These fees do not include incidents in which a recovery is necessary.

1) Tows for automobiles, motorcycle, and pickups, to be towed between two points within the City or from a point within the City to the Independents Contractors storage facility.....**\$125.00**

2) Heavy-Duty tows to be to be towed between two points within the City or from a point within the City to the Independents Contractors storage facility...**\$300.00**

3) Additional labor charge, when additional labor is required prior to toeing;  
Hourly rate with a 1/2 hour minimum.....**\$75.00**

(Explanation of additional time requirements must accompany reimbursement request.)

**C. Storage:** Charges for storage shall be based on a daily rate, which does not begin until 24 hours have passed after the tow.

1) Inside storage, regardless of size; per day or portion thereof.....**\$35.00**

**NOTE:** In order to qualify for indoor storage at least one of the applicable stipulations as set out below must be applied:

a. The owner/operator of the towed vehicle must make the request for inside storage via their signed consent. Prior to that request being filled, the operator/owner must be informed as the indoor storage fee versus the outdoor storage fee and this must be documented on the tow invoice.

b. The vehicle shall be stored inside upon the request by the police department if such action is necessary in the interest of preservation of evidence. this request will be documented in the police agencies records. Prior to that request being filled, the police agency must be informed as the indoor storage cost versus the outdoor storage cost and this must be documented.

2) Outside storage, regardless of size; per day or portion thereof.....**\$25.00**

3) Release of vehicles after regular business hours, Sundays and holidays...**\$50.00**

**Note: Credit cards or debit cards shall be accepted by Contractor**

**24. Disputes:** The supervisor or acting supervisor over the wrecker program of the Hodgenville Police Department shall be vested with the authority to settle any claims of fee disputes. The decision rendered may be appealed to the Chief of Police or his designee concerning their findings. However, the Chief of Police or his designee shall make the final decision which will be binding upon all concerned.

**25. Insurance:**

*General insurance:* Independent Contractor shall maintain in force for the duration of this agreement a Commercial Liability insurance policy written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Automobile Liability (owned, non-owned, and hired) insurance with limits not less than \$1,000,000 per occurrence shall be maintained. Contractors

insurance shall also include coverage for vehicles, equipment, and cargo being towed, stored, or attended to. The City of Hodgenville, its officials, employees, and agents will be named as an additional insured as respects to work or services performed under this agreement. This will apply to both work in progress and completed operations. This insurance shall be primary and shall be paid and applied first in its entirety prior to any application of insurance the City may carry on its own.

*Workers compensation:* Independent Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners, as required by applicable workers compensation laws.

*Other:* Any other insurance required by state law

*Evidence of coverage:* Evidence of the above listed coverage issued by a company satisfactory to the City shall be provided to the City by way of a certificate of insurance before any work or services commence. A 30-day notice of cancellation or material change in coverage clause shall be included. Furthermore, the Independent Contractor shall authorize and instruct its insurance carriers to notify the City as to any changes, renewals, cancellations, and/or any other modifications in coverage. Failure to maintain the proper insurance shall be grounds for immediate termination of this contract.

*Equipment and Material:* Independent Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.

**26. Indemnification:** To the fullest extent of the law, Independent Contractor shall defend, indemnify and hold harmless the City, its officials, employees, and agents from and against all claims, demands, and judgements (including attorney fees), made or recovered against them including but not limited to damages to real or tangible personal property or for bodily injury or death to any person, arising out of, or in any manner connected with the performance of this Agreement by Independent Contractor, its officers, employees, and agents.

**27. Control:** It is understood that the most effective means to control and Independent Contractors' performance of this Agreement is through termination of the Agreement between the City and the Towing and Storage Service Independent Contractor.

- A. Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:
- 1) The City may cancel this Agreement without cause upon 30 (30) days prior written notice to the Independent Contractor.
  - 2) The Independent Contractor may cancel this Agreement without cause upon a thirty (30) day prior written notice to the City.
  - 3) The City may suspend or cancel this Agreement for cause upon less than thirty (30) days prior written notice if the Independent Contractor fails to perform within a specified time any part of this Agreement after receiving written notice of the failure which states the time within which to correct the performance; **or commits any act**

**during the performance of this Agreement which in the City's sole discretion, presents a danger to persons or property.**

4) Notice of suspension or cancellation of this Agreement shall not relieve either party from obligation to continue to perform the Agreement as it affects vehicles that came into the Independent Contractors possession during the term of this Agreement.

5) Violation of requirements may result in the suspension of a Contractor from the towing list following a Wrecker Service Committee investigation. Continued or severe violations may result in permanent ban of a particular Contractor from the towing list.

6) Should any equipment, which is required to be carried, owned or leased by the Independent Contractor is missing, inoperable, or unsafe; the Contractor may be suspended or terminated from the towing list.

**28. Remedies:** If this Agreement is cancelled for cause, the Independent Contractor shall not be qualified to bid or make a proposal for any Agreement with the City for two years without prior review by the Wrecker Service Committee followed by written authorization from the Chief of Police.

Any suspension or revocation may be appealed by filing a written notice of appeal with the City of Hodgenville Police Chief/or his designee within ten (10) days from the date of notice of suspension and/or revocation.

Independent Contractor's request for review of a for cause suspension or cancellation shall state the error in determination to suspend or cancel this Agreement; state facts to substantiate the Independent Contractors position; request relief sought; and be signed by the Independent Contractor.

The Hodgenville Police Department will convene the Wrecker Service Committee, which will consist of the Chief of Police, Sergeant of Police, Code Enforcement Officer, and the City Attorney.

The Wrecker Service Committee shall make a determination of the facts and within thirty (30) days of receipt of the appeal, render a judgement as to whether to uphold the suspension and/or revocation of towing privileges of the tow operator.

The decision shall be in writing and shall be final.

**29. Penalties:** Penalties shall be assessed for substantial complaints as follows:

NOTE: Penalties as listed are for substantial complaints that occur within the terms of this agreement.

Complaints Related to Service Fees:

- First violation- three (3) months suspension from the wrecker rotation list
- Second violation- six (6) months suspension from the wrecker rotation list
- Third violation- removal from wrecker list and contract made void

All other Non-Fee Based Complaints

- First violation- Written notice of Violation with corrective measures to be taken
- Second violation- thirty (30) day suspension from wrecker rotation list
- Third violation- sixty (60) day suspension form the wrecker rotation list
- Fourth violation- Ninety (90) day suspension form the wrecker rotation list
- Fifth Violation- removal from wrecker list and contract made void

I have read and agree to abide by all the provisions as set forth in this Agreement.

NOTE: Nothing in this agreement authorizes the Independent Contractor to violate any federal, state, or local laws or regulations. \_\_\_\_\_ (Initial)

City of Hodgenville

Towing and Storage Independent Contractor

\_\_\_\_\_

\_\_\_\_\_

By Hodgenville Chief of Police

Company Name (print)

\_\_\_\_\_

\_\_\_\_\_

Date

By (signature)

\_\_\_\_\_

Date

\_\_\_\_\_

Name and Title (Print)

\_\_\_\_\_

Business Address

\_\_\_\_\_

Storage Facility Address

\_\_\_\_\_

City

State Zip