



Chief of Police
Joseph A. Roark

PELHAM POLICE DEPARTMENT

14 VILLAGE GREEN
PELHAM, NEW HAMPSHIRE 03076
Telephone (603) 635-2411 Fax (603) 635-6959

TOWING SERVICES

MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding (MOU) between the Town of Pelham, New Hampshire and participating qualified wrecker/towing companies, (Hereinafter collectively referred to as "Companies" and individually referred to as the "Company"), to cover the areas as follows:

The entire Town of Pelham, New Hampshire in relation to police and fire department requested vehicle tows.

Whereas the Town of Pelham, New Hampshire desires to make available to motorists the services of wreckers/towing firms when such services are needed in its coverage areas, and

Whereas the Town of Pelham, New Hampshire desires to ensure that the Companies called in response to requests from motorists for wreckers/towing services are competent and qualified to perform needed services in a professional, prompt and courteous manner, and

Whereas qualified Companies desire to be placed on a list of wrecker/towing service providers maintained by the Town of Pelham, New Hampshire,

That this MOU describes the understanding of the parties hereto as to the process for being placed on the wrecker/towing list maintained by the Town of Pelham, New Hampshire for remaining on the list and for calls of service.

By signing this memorandum, the Company certifies that it has reviewed the provisions of this MOU and voluntarily agrees to abide by its terms, and that failure to meet the provisions specified in this MOU may result in the Company being removed from the wrecker/towing list maintained by the Town of Pelham, New Hampshire for the applicable service area and time period.

This agreement will be in place for the specified time period herein.

TOWING AGREEMENT

The following rules and regulations shall be adhered to in order to provide tow services for the Town of Pelham, New Hampshire.

PURPOSE OF AGREEMENT

The following rules and regulations have been created in order to establish a guideline for the authorizing of tow companies to conduct tows when requested by the Town of Pelham, New Hampshire during daily police and fire related operations.

The tow requests include but are not limited to accident recovery, break downs, abandoned vehicles, road hazards, citizen calls, investigative impoundments and safe keeping of arrested or incapacitated persons.

A tow company that is authorized to conduct tows will be expected to maintain the same high level of professional standard that the Pelham Police and Fire Departments strive to achieve.

Additionally, this agreement is designed to ensure that any time the Town of Pelham, New Hampshire requests a vehicle tow that the company completing the tow will do so to the highest standards of safety, security and accountability.

In determining which companies are placed on the list of wrecker/towing service providers maintained by the Town of Pelham, New Hampshire for the convenience of motorists, the following criteria will be taken into consideration: experience, availability, honesty, past working relationships with the Town of Pelham, New Hampshire and timeliness of response.

BUSINESS LOCATION AND HOURS OF BUSINESS

Because of the emergency nature of the services required and for convenience to the citizens of this State, the Company agrees to the following:

The place of business and assigned tow trucks shall be located within the Town of Pelham, New Hampshire. This is required to ensure safe driving distances for reasonable response times.

Physical storage of vehicles towed must be at the place of business in Pelham, except when otherwise requested by the Police Department. The vehicles shall be towed to an adequate and legitimate storage area. This area should be a secure, lighted, and fenced in area in order to maintain maximum security for the towed vehicles and their contents.

Storage lots will be staffed Monday through Friday, during normal business hours (0900—1700).

Requests to obtain property from towed vehicles shall comply with RSA 262:35-a III, and will be granted as well as requests to recover vehicles from the storage lot during reasonable normal business hours.

All requests to obtain from towed vehicles property essential for maintaining life, e.g., money, pocketbooks, prescriptions, keys, etc., as well as requests to obtain stored vehicles from the storage lot will be granted 24 hours a day. Companies may charge a reasonable gate fee for access provided after business hours, or on Saturdays, Sundays, or holidays.

During non-business hours, response time to the lot will be within thirty (30) minutes.

During normal business hours, the Company will transport a towed vehicle to any body shop, garage or other location per request of owner and upon proper payment. If there exists extenuating circumstances i.e. snow storm, complicated recovery etc. the company may delay the response to these requests until their workload allows time for the requested transport to another location.

OPERATOR REQUIREMENT

Wrecker operators shall be properly licensed and capable of performing the required services in a professional and efficient manner.

Operators should also meet the following eligibility requirements:

In order to participate in authorized towing, operators should be certified at each level in which they will conduct tows as indicated below:

- Light duty tow and recovery certification will refer to the towing of passenger automobiles, SUVs, motorcycles, OHRV's and light trucks.
- Medium tow and recovery certification will refer to trucks and trailers having a gross vehicle weight rating or gross combination weight rating, or gross vehicle weight or gross combination weight of 10,001 pounds to 26,000 pounds.
- Heavy duty tow certification will refer to trucks and trailers having a gross vehicle weight rating or gross combination weight rating, or gross vehicle weight or gross combination weight of 26,001 pounds or more.

If authorized tow operators do not possess the above certifications they will have 180 days to accomplish the required certification providing they have a minimum of 1 year of verifiable full time towing and recovery experience. An extension of this time limit may be extended by the Chief of Police if requested by the operator and just cause exists to grant the extension.

If more than one operator is required at an incident scene a properly certified operator may oversee and supervise the non-certified operator.

Acceptable certification programs shall be provided by certified trainers in light, medium and heavy duty towing and recovery.

All certification programs shall have a written as well as practical "hands on" component.

The tow service providers shall ensure that the tow operators have a criminal record free of any assaults, theft, fraud, interference of freedom or controlled drug act violations.

When responding to calls for roadside tows and or service tow truck operators shall wear a reflective high visibility traffic vest or reflective, high visibility outer garment.

Operators shall be available twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. Operators, under normal conditions should be able to reach any point in town within twenty (20) minutes when requested for a tow.

Any wrecker operator who operates a wrecker with a GVW of over 10,000 lbs. will also provide a copy of his or her medical certificate.

The tow company shall provide a list of their employees including copies of their driver's license (if a tow truck operator). It shall be the responsibility of the tow company to provide the Town of Pelham, New Hampshire with all new employee information.

Operators shall be required to clean the roadway of all debris when necessary including removal of all broken parts.

Operators are expected to be professional, efficient, and courteous when dealing with the motoring public as well as town employees.

The Town of Pelham, New Hampshire may do a background check on all eligible wrecker/towing services that submit an executed MOU. The background check may include but is not limited to consultation with the following agencies:

- a. Consumer Protection Division of the Attorney General's Office
- b. New Hampshire State Police
- c. State of New Hampshire Public Utility Commission
- d. State of New Hampshire Division of Motor Vehicles
- e. Other public and private agencies

VEHICLE EQUIPMENT REQUIREMENT

All equipment to be used by the Company in the performance of services may be inspected by the Town of Pelham, New Hampshire to insure compliance with the specifications stated herein.

The Town of Pelham, New Hampshire also reserves the right to inspect a Company's wrecker at any time to ensure compliance with these specifications, the requirements of RSA 266:108-110, and to ensure operational safety.

Additionally, all tow trucks used in participation in the Town of Pelham, New Hampshire tow programs shall meet and maintain all state inspection and regulatory requirements as per CFR 49, Federal Motor Carrier Rules & Regulations.

Wreckers responding to a Town of Pelham, New Hampshire dispatched call for service will have lettering displayed on both sides of the vehicle that indicates the name of the tow Company. Lettering will contrast sharply in color with the background and be legible at 50 feet

while stationary during daylight hours (RSA 166:110). Wreckers will also display Department of Transportation (DOT) and Motor Carrier (MC) numbering if applicable per Federal Motor Carrier Act.

Ledgers, records and bills will be kept on all towing jobs and made available to the Town of Pelham, New Hampshire upon request. These records will be kept for a period of one (1) year.

The Company understands that it is not permitted to assign, sublet or subcontract for services to be provided in response to a Town of Pelham, New Hampshire dispatched request for wrecker/towing services.

Each wrecker will be equipped with the following:

Broom, shovel, and a container to place debris into once it has been picked up and such other items or materials as would be needed to respond to wrecker/towing service calls. The decision as to whether the debris can be picked up by the wrecker, or if it should be swept to the side of the road, will rest with the investigating police officer. (If debris from the accident scene is placed inside a vehicle, it shall be done in a safe manner so items will not fall back out onto the roadway during transport)

All tow trucks will have operable, 360 degree view, amber warning lights as well as any other necessary safety lighting.

All tow trucks shall have any other additional necessary equipment readily available such as straps, auxiliary break lights etc.

All trucks and equipment shall be in good working order.

LIGHT DUTY TOW PROGRAM: In order to participate in the "light duty" program, a towing company should own, at a minimum, one dual wheeled light duty boom truck/wheel lift with an extendable boom with a full 4 ton winching capabilities and a Gross Vehicle Weight Rating (GVWR) of between 10,000 to 19,500 pounds.

The tow company must also own a minimum of one car carrier (sometimes referred to as a flatbed or rollback) with a GVWR of at least 14,500 pounds. This is required in order to tow certain vehicles that cannot be properly towed with a conventional tow truck.

MEDIUM DUTY TOW PROGRAM: In order to participate in the "medium duty" tow program, a towing company should own at least one tow truck with a GVWR of between 19,501 and 29,999 pounds.

HEAVY DUTY TOW PROGRAM: In order to participate in the "heavy duty" tow program, a towing company should own at least one tow truck with a GVWR of over 30,000 pounds. All Heavy-Duty wreckers shall have at a minimum a 20 ton Boom Rated Crane.

If a company cannot fulfill the equipment requirement portion of this agreement due to mechanical issues or other reasons, the company is to notify the police department immediately and face possible removal from the tow list depending upon circumstances.

INSURANCE REQUIREMENTS

Companies desiring to be placed on the list of service providers will submit as an attachment to this Memorandum an insurance certificate to the Town of Pelham meeting the following requirements and will maintain this insurance in full force and effect during the entire term of this Memorandum

- a. Comprehensive General Liability Insurance written on occurrence form, including completed operations, coverage, personal injury liability coverage and contractual liability coverage insuring the services to be provided as described herein. The minimum limits of liability carried on such insurance will be \$1,000,000 each occurrence and, where applicable, in the aggregate combined single limit for bodily injury and property damage liability; \$1,000,000 each annual aggregate personal injury liability.
- b. Automobile liability insurance for owned, non-owned, and hired vehicles. The minimum limits of liability carried on such insurance will be \$1,000,000 each accident, combined single limit for bodily injury and property damage.
- c. Any and all deductible on the above described insurance policies will be assumed by and for the account of, and at the sole risk of the Company.
- d. All participants in the Pelham Police towing programs shall be required to provide to the Chief of Police proof of workers compensation coverage for all tow truck operators.
- e. Tow program participants shall also be required to maintain additional garage keeper's legal liability insurance in an amount that will cover all vehicles that are stored on a participant's lot.
- f. Insurance companies utilized will be admitted to do business in New Hampshire or be on the Insurance Commissioner's list of approved non-admitted companies and have a rating of (A) or better in the current edition of Best's Key Rating Guide.

Tow program participants shall be required to notify the Chief of Police in writing of any changes in the terms, conditions or lapses of their insurance policies.

All proof of required insurances shall be provided annually to the Pelham Police Department upon request.

RATES

All rates for any towing of vehicles and/or related services should be reasonable.

Any disputes regarding tow rates will be handled by the customer filing a formal request for a hearing through the State of New Hampshire, Department of Safety, Bureau of Hearings, 33 Hazen Drive Concord, NH, 603-271-3486.

This MOU does not require that company release property to owners prior to receiving proper payment for the tow. However, companies will have a procedure available for permitting vehicle owners/operators to retrieve life essential items such as medication, glasses, house keys etc. A company is allowed to charge a "gate fee" for these types of instances during non - business hours.

The Company may exercise any lien it may have on a towed vehicle pursuant to law.

ROTATION LIST

A rotational call list and tow log will be utilized and maintained in Pelham Police dispatch to ensure fair and equitable distribution of police requested tows. The rotation will be based upon 2 week rotations of companies.

All authorized tow companies are expected to accept and respond within the previously listed guidelines to all requests for tows. If a tow company is not available when requested for a tow (unless previously arranged with other authorized tow companies or an extraordinary circumstance), that company will forfeit the remaining tows of their rotation and could face further discipline for repeated violations.

If a tow company is inadvertently called while not being the regularly scheduled company it is the responsibility of the company to notify dispatch of the error and direct the request back to the properly scheduled company.

AUDITS AND INSPECTION

Under this agreement, the tow company shall agree to be audited and checked for compliance by Town of Pelham personnel or their designee, at any time, to include but not limited to, inspection of equipment and vehicles, tow bills and receipts from requested tows, insurance information, employee information, and any other information deemed pertinent by the Town of Pelham.

In case of non-compliance by the tow company of any portion of this agreement, the Town of Pelham may terminate this agreement upon fourteen (14) days written notice to the contractor, at any time.

RIGHTS RESERVED AND EXTRAORDINARY CIRCUMSTANCES

- Occasionally, there may be extraordinary emergent situations that will require a specific piece of equipment or resources to be called to the scene of an incident. This request will come from the fire department and is meant to deal with emergency situations that involve life safety, property and environmental protection or hazardous materials and

situations.

If the fire chief or senior fire officer is in control of an incident, as per NH RSA 154:7, it is assumed that there is a hazard or potential hazard to life safety, property or environment. The fire chief/senior officer will make a determination, based on his assessment of the incident, what resources will be required to manage and mitigate the incident in the most efficient manner. Resources that are requested to the scene will work under the incident command system and will be under the direction of the incident commander at the scene. The fire chief or officer will contact dispatch and find out who is the towing company on call. It will then be then determined whether the on call company possesses the requested resources. If the on call company does not have the available resources needed by the department then dispatch will be asked who the next tow company inline is and the process will be repeated.

It is acknowledged that these types of circumstances account for a very small fraction of the requests for service and may only equal several calls per year.

- The Town of Pelham reserves the right, when practical, to call any towing service designated by the owner of a vehicle involved in an accident, who requests the officer on the scene to call such towing service.
- The Town of Pelham reserves the right to skip the rotation and call authorized tow companies in addition to the rotation assigned tow company during special circumstances i.e. storms, roadblocks etc.
- If any authorized tow company feels that a violation of this agreement has occurred they may appeal any specific request decisions to the Chief of Police, Fire Chief, and or the Board of Selectmen or their designee.
- Any violations of this agreement may result in a range of punishment from verbal warning, written warning, forfeiture of rotation position, suspension or removal of the Company from the tow list. The period of time of suspension will solely be at the discretion of the Chief of Police. Notice of suspension shall be in writing within fourteen (14) days of such an incident. The Chief of Police reserves the right to administer any level of punishment that he determines appropriate to a violation of this agreement.
- No right or privilege contained herein shall be transferable.

ACKNOWLEDGEMENTS

Upon signing and entering into this agreement to provide towing services for the Town of Pelham, I agree to follow all of the rules and regulations set forth in this agreement. I further acknowledge that this agreement supersedes any and all agreements made in writing or verbally prior to the execution of this agreement.

The Town of Pelham and below named Tow Company retain the right to terminate this agreement at any time with thirty (30) days written notice provided to the other party.

This MOU is in effect from January 1, 2012 through December 31, 2012.

Chief Joseph A. Roark, Town of Pelham Police Department, Date:

Chief James Midgley, Town of Pelham Fire Department, Date:

Town Administrator Thomas Gaydos, Town of Pelham, Date:

Tow Company Name and signature of Proprietor, Date: