

# CITY OF SAVANNAH, GEORGIA WRECKER SERVICES HEAD-OUT CONTRACT

THIS CONTRACT is made and entered into this - \_\_\_\_ day of , \_\_\_\_\_, by and between the MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, Savannah, Georgia, as Grantor, and \_\_\_\_\_, Grantee; WHEREAS, Grantee operates an automotive wrecker service within the corporate limits of the City of Savannah located at \_\_\_\_\_ and,

WHEREAS, Grantee desires to be placed on the Savannah-Chatham Metropolitan Police Department's (SCMPD) rotating call list, hereafter referred to as the "Head-out List"; and Mobility & Parking Services Department (MPSD) of the City is charged with the responsibility for administering and enforcing this contract, except for certain specific responsibilities as otherwise provided for in this contract.

NOW, THEREFORE, as authorized by the Mayor and Aldermen of the City of Savannah, Georgia, in Council assembled on, the City of Savannah (Grantor) hereby grants and conveys to the Grantee the right to be placed upon the Head-out List, with all rights and privileges related thereto, subject to the considerations, terms, and conditions set forth below:

## **Section 1. Agreement of Grantee.**

- (a) **Head-out Towing.** Grantee hereby agrees to provide towing services to the Grantee's property, SCMPD annex or other location agreed upon between the Grantee and vehicle owner, pursuant to the provisions of this contract when called upon by the SCMPD within the corporate limits of the City of Savannah. Such towing services shall include removal and may include storage of all automobiles, trucks, and other vehicles, which, by reason of appearing to need protection or to be lost, stolen, disabled, or obstructed, or for whatever reason, are taken into custody or possession.
  
- (b) **Towing City Vehicles.** The SCMPD shall maintain a separate Towing City Vehicle List of each wrecker service on the Head-out List and each wrecker service shall be given rotating calls to assist the City with inoperable vehicles. Grantee agrees to provide towing services without charge for City vehicles, including sedans, Interceptors and light trucks, within the confines of Chatham County. Towing services will be provided at all hours for City vehicles involved in an accident, or otherwise those that become inoperable. City vehicle towing will not be required between the hours of 7:00 AM and 4:30 PM Monday through Friday (except holidays), unless vehicle has become inoperable and cannot be repaired at the scene by vehicle maintenance personnel.

- (1) Vehicles deemed abandoned, derelict, burned, or designated (drug)

vehicles, by the SCMPD on any public street, avenue, alley, right-of-way, or other public property within the corporate limits of the City of Savannah, Georgia are towed through a separate contract administrated by the City's Purchasing Department. Grantee's obligations pursuant to this contract shall be deemed complete once the vehicle is towed from the scene, all clean up has been performed and the vehicle is deposited at the Grantee's property, SCMPD annex or agreed upon location between the Grantee and vehicle owner. If the owner requests that the vehicle be moved to another location, additional fees may be charged to the owner.

**(d) Turn Around Service.**

- (1) Turn Around Service - Whenever a wrecker is called to the scene of an incident by an authorized City official, is dispatched to the scene and actually travels to the scene, but is prevented from or directed not to perform wrecker services upon a determination by an authorized City official that such services are not necessary, such activity shall be deemed to constitute a turnaround service.
- (2) Compensation- Any wrecker service will return to the top of the head-out list for the next head-out call available. The city official will be responsible for contacting dispatch to indicate the status of the service.

**Section 2. Agreement of Grantor.** Grantor hereby agrees that in consideration for Grantee's entering into this contract, the Grantee shall be placed on the Head-out List with other wrecker services, which have entered into this agreement. Grantor will also maintain a separate extra-heavy-duty wrecker Head-out List, and any company which is on the basic Head-out List and which operates an extra-heavy-duty wrecker may be placed on the extra-heavy-duty wrecker Head-out List upon request.

**Section 3. Business Tax Requirement.** Before engaging in business within Savannah, Grantee shall obtain and maintain a current City business tax certificate to operate an automotive wrecker service and automotive storage facility, and shall display such certificate in a conspicuous place within the business premises in clear view of any customer of the business and any official or employee of the City.

**Section 4. Business Site.** Grantee's business office, storage area, and vehicle retrieval site shall be at one location within the City, which shall be the location for which a business tax certificate has been issued by the City. When two or more wrecker service businesses having the same owner in any portion or form, or at any organizational level, only one of the businesses shall be permitted on the head-out list. A through street shall separate the business site of each wrecker service on the head-out list. Provided, however, that any distinctly separate businesses which are on the head-out list at the time this contract is adopted shall not be required to meet this requirement. A physical inspection will be conducted by MSPD annually.

**Section 5. Compliance with City Code and State Law.** Grantee shall comply with all requirements of the Savannah Code, Part 6, Chapter 1, Article P, entitled "Wrecker Services", all zoning, insurance, and building code regulations, and with all applicable State laws, including wrecker emergency safety equipment requirements.

**Section 6. Registration and Inspection of Wreckers.** Before any head-out wrecker may tow any vehicle under this contract, all vehicles shall be in compliance with the applicable state and local laws and rules, and be registered with the Georgia Public Service Commission and will be subject to inspection by the MPSD Supervisor and/or the Georgia state patrol. A certified passing DOT and/or GA State Patrol inspection will be accepted in lieu of the MPSD vehicle annual inspection. The MPSD Supervisor shall assign each wrecker a unique number to be placed on the vehicle on the firewall exterior, between the door and the hood of the vehicle in proportionate letters at least 4 inches in height of a color, which contrasts with the vehicle color. Each head-out wrecker operator shall submit the year, model, make, tag number, vehicle identification number, and assigned number of each head-out wrecker to the MPSD Supervisor before February 1 each year. Any new vehicle will be registered before being used as a head-out wrecker. Any wrecker not inspected by February 1 of each year will be removed from service. Any wrecker company that does not have at least two (2) wreckers inspected at all times will be removed from the head-out list until the company demonstrates compliance.

**Section 7. Wrecker Driver's Permit.** Any wrecker driver responding to a head-out call shall have and shall display on his or her person in a conspicuous manner a wrecker driver's permit, either temporary or permanent, as issued by the MPSD. The permanent permit shall show a photograph of the driver, name of company represented, and the permit expiration date. After a wrecker driver displays the permit to the attending police officer, and makes contact with the disabled vehicle's operator (if present), the permit may be removed from the driver's person. The applicant must furnish a certified seven (7) year motor vehicle report at the time of application. A three (3) year certified motor vehicle report is required yearly thereafter.

**Section 8. Physician's Statement.** Each application for a wrecker driver's permit shall be accompanied by a certificate from a reputable physician of the City certifying that in his or her opinion the applicant is not afflicted with any disease or infirmity, which might make him or her an unsafe or unsatisfactory wrecker driver. A valid U.S. Department of Transportation Medical Examiner(s) Certificate may be used to satisfy the physician(s) certificate requirement of this contract. However, the permit will expire upon expiration of the Department of Transportation Medical Examiner(s) Certificate or applicant's birth date whichever comes first. In the case of renewal of a driver's permit, the certificate shall be updated every two years.

**Section 9. Driver's Permit and Standards.**

- (a) No person shall be issued a wrecker driver's permit under any one or more of the following conditions:
  - (1) With a suspended or revoked State driver's license;

- (2) With a habitual violator's or "work" driver's permit;
  - (3) With a conviction during the preceding two years on any one or more of the following charges:
    - (a) Driving a motor vehicle while under the influence of alcohol or drugs;
    - (b) Failure to stop and render aid, or leaving the scene of an accident as specified under Georgia law;
    - (c) Any violation of law involving violence, theft, or any form of stealing, or any crime involving moral turpitude;
  - (4) Within one year of completion of a prison term, probation, or parole for any felony conviction for a violent crime or crime of moral turpitude.
- (b) No person shall be allowed to operate a wrecker under this contract, in addition to the reasons set forth above, who is:
- (1) Under the influence of alcohol or drugs.
  - (2) In possession on his person or within a wrecker while on call under this contract of any opened or unopened container of beer, wine, liquor, or other alcoholic beverage, or drugs that would impair driving ability.

**Section 10. Twenty-four Hour Service.** Grantee shall provide twenty-four hour, seven days a week impound service. The Grantee or an employee of the Grantee shall be available to release an impounded vehicle to its rightful owner between the hours of 7:30 a.m. and 6:00 p.m., 7 days a week, including holidays. Only emergency releases verified by a police officer will be handled at hours other than as specified above. Grantee or an employee of the Grantee shall be physically on duty at the Grantee's business site during all hours beginning at 7:30 a.m. and ending at 6:00 p.m. Monday through Friday, excluding nationally recognized holidays, which are also City holidays. Grantee shall be permitted to use telephone call-forwarding to meet the requirements of this section during all times when physical presence at the business site is not required, provided that response time to any head-out call or to release any vehicle shall not exceed forty-five minutes.

**Section 11. Towing Equipment Requirements.** Grantee shall have at least two wreckers that have been registered with MPSD available and in working condition at all times. Grantee shall be capable of handling both light and heavy loads, and shall have in active service not less than two of the following three categories of commercial wreckers: (a) Light Duty Wrecker - A light duty wrecker is defined as one of 8,000 pounds minimum G.V.W. with 4,000 pounds power winch and boom. A commercial type rollback may be substituted for a light duty wrecker. (b) Heavy Duty Wrecker - A heavy duty wrecker is defined as one of 10,000 pounds minimum G.V.W. with 10,000 pounds power winch and boom. (c) Extra Heavy Duty Wrecker - An extra heavy duty wrecker is defined as one of 30,000 pounds minimum G.V.W. with a 30,000 pound winch and boom.

**Section 12. Marking and Identification of Wrecker.** Grantee shall display in a conspicuous manner on each side of its wrecker signs showing the name, address, and telephone number of its business. Such signs shall be permanently affixed to each side, and shall be either professionally painted or manufactured decals. Proportionate lettering shall be no smaller than four inches for the company name and four inches for the telephone number and street address. Lettering shall be in a color, which contrasts with the vehicle color so as to be plainly visible.

**Section 13. Service Items.** Wreckers on duty shall carry appropriate quantities of each of the following service items: fire extinguisher, chains, dollies, proper emergency lighting or flares for on-the-scene work, equipment needed for lifting, extricating, or righting of vehicles and removal from the thoroughfares by towing or carting.

**Section 14. Clean-up Requirements.** Grantee shall equip each wrecker on duty with a broom and a minimum of five gallons of powdered or granulated absorbent. Grantee's operators shall sweep and remove any and all broken glass and/or other debris, and shall treat with absorbent and remove minor oil and fuel spills when a vehicle is removed from a City street or other public right-of-way or property, thus leaving said street, right-of-way, or property in a condition safe for vehicular and pedestrian traffic.

**Section 15. Towing Methods - Avoiding Damage.** In towing or transporting any vehicle in response to a head-out call, Grantee shall diligently avoid damaging the steering and suspension system, drive train, bumpers, body, frame or any other vehicle part. Grantee shall be responsible for knowing and using proper methods to remove vehicles of various designs. Grantee shall be responsible for negligent damage to any towed vehicle, but shall not be responsible for damage, which is beyond Grantee's control.

**Section 16. Storage Area.** Grantee shall have an off-street area for storage of impounded vehicles, such area to include at least 2,000 square feet of vehicle storage space, which may include 1000 sq. feet within a secure building. Grantee may also store impounded vehicles within a fenced and secure outside area, which has controlled public access. Said storage areas shall comply with City licensing requirements and with all standards set forth by the City of Savannah's Zoning Ordinance pertaining to junk yards and vehicle storage areas. The layout and physical characteristics of any storage area shall be of such design as to prevent the loss, damage, or destruction of police evidence. The storage building shall be constructed of non-combustible material. No wrecker service vehicle and no impounded vehicle shall at any time be parked or stored on a street, lane, sidewalk, or other right-of-way or public property.

**Section 17. Telephone Requirements.** Grantee shall maintain at least one telephone line to be used exclusively for wrecker service calls between the SCMPD and the Grantee. Such telephone line shall at all times be attended by the Grantee or an employee of the Grantee. At no time shall said telephone line be connected to or attended by a telephone answering device. Grantee may use telephone call-forwarding and/or an answering service to meet the requirements of this section during all times

when physical presence at the business site is not required. If at any time this dedicated telephone line is busy or out of service when the police dispatcher calls, the call will be rotated to the next company on the Head-out List.

**Section 18. Towing and Storage Charges.** Grantee's charges for towing and storage services requested under this contract by the SCMPD shall be no greater than as shown below for any service provided within the boundaries of Chatham County. Said charges shall be made against the owner or owners of any removed vehicle, and the Grantee hereby agrees to hold the Mayor and Aldermen of the City of Savannah harmless and free from any responsibility for said charges.

- (a) **Maximum Towing Charges.** The maximum charges for towing services under this contract shall be:

Class I  
Regular Wrecker Service  
Towed vehicle weighs up to 10,000 lbs.

First hour or portion (including use of boom, flatbed, and/or dolly) (Time to begin upon arrival at scene and end after departure)	\$125
Each additional quarter hour	\$31
Recovery Fee	\$25
Administrative fee (Chargeable only after 72 hours)	\$40
Rented equipment	Rental cost per job

Class II Heavy  
Duty Wrecker Service  
Towed vehicle weighs 10,001 – 20,000 lbs.

First hour or portion (including use of boom, flatbed, and/or dolly) (Time to begin upon arrival at scene and end after departure)	\$195
Each additional quarter hour	\$49
Recovery fee	\$25
Administrative fee (chargeable only after 72 hours)	\$40
Rented equipment	Rental cost per job

Class III Extra  
 Heavy Duty Wrecker Service  
 Towed vehicle weighs 20,001 lbs. and up

First hour or portion (including use of boom, flatbed, and/or dolly) (Time to begin upon arrival at scene and end after departure)	\$325
Each additional quarter hour	\$81
Recovery fee	\$25
Administrative fee (Chargeable only after 72 hours)	\$40
Rented equipment	Rental cost per job

- (b) **Recovery defined.** A vehicle is deemed recovered if it is towed from an upside-down position, an object has penetrated it, no key is available, or if some other extraordinary circumstance has occurred as certified by a police officer at the scene indicating such on the tow slip by said certified police officer.
- (c) **Maximum Storage Charge.** The maximum charge for storage of any vehicle impounded under this contract shall be \$15.00 for each 24 hour period.

**Section 19. Payment Provisions.** As provided by the Wrecker Services Ordinance, Section 6-1402 (h), each wrecker service shall accept travelers' checks. Grantee shall also accept VISA or MasterCard credit card payments between the hours of 7:30 a.m. and 6:00 p.m., seven days a week, including holidays, for towing and storage charges to any person, when such charges result from a head-out call. Provided, however, that said person in addition to presenting any credit card for payment may also be required to give the Grantee his home address and telephone number as well as his employment position, employment address and telephone number. All charges for services shall be accompanied by a bill separately itemizing towing fees, storage fees, and all other authorized fees.

**Section 20. Posting Fee Schedule(s).** As provided by the Wrecker Services Ordinance, Section 6-1402 (l), each wrecker service shall clearly post its schedule of fees in a conspicuous and prominent location on its premises. Grantee shall also post in a conspicuous location adjacent to the above mentioned schedule a separate schedule of towing and storage fees for police head-out calls, identified as such, if such fees are different from the posted fees generally charged.

**Section 21. Record Keeping Requirements.** In addition to the records required to be kept under the City of Savannah's Wrecker Services Ordinance, Section 6-1403, Grantee shall maintain complete and accurate records as to the time wreckers are dispatched, the time of arrival at the scene of an accident or removal site, and the time of completion of the work called for in each individual case. Grantee shall also keep a complete and accurate record of the time each vehicle is stored as a result of towing

service provided under this contract. Said additional records shall be retained for a period of three years and shall be made available to the SCMPD and the MPSD at any reasonable time.

**Section 22. Notification When Wrecker Unavailable.** Grantee shall notify the City of Savannah Police Radio Dispatcher whenever the Grantee does not have a wrecker available for call. When grantee is not available more than 3 times within a calendar month without probable reason the grantee will be removed from the head-out list for a total of 7 days.

**Section 23. Vehicle Release Requirements.** When instructed in writing by the SCMPD, Grantee shall not release a vehicle to any private citizen without first securing an official written release order from the SCMPD. Release order forms shall be retained by Grantee for a period of three years.

**Section 24. Response Time.** Grantee hereby agrees that it shall promptly respond to all requests for assistance from the SCMPD and will arrive at the scene within forty-five minutes after the time of the call from the Police Radio Dispatcher. In any case where arrival at the scene is not possible within forty-five minutes after notification, Grantee shall notify the dispatcher of its inability to respond, and the call will be rotated to the next wrecker service on the Head-out List. In any case where Grantee does not notify the dispatcher of inability to respond within forty-five minutes, and response time exceeds forty-five minutes as reported by the attending Police Officer, there shall be an automatic five day suspension from the Head-out List, and Grantee shall be subject to any further penalties provided by this contract.

**Section 25. Private Towing.** Grantee agrees to promptly notify the SCMPD when it is requested to provide service for any vehicle, which has (a) left the public right-of-way, or (b) collided with a fixed or moving object.

**Section 26. Subcontracting Prohibited.** No head-out wrecker call may be subcontracted, traded, or given away to another wrecker service company. In any case when Grantee cannot provide a wrecker for a head-out call; such call shall rotate to the next wrecker service shown on the Head-out list.

**Section 27. Administration.** This agreement shall be administered by the MPSD Supervisor, who shall have authority to recommend in writing to the MPSD Director removal of Grantee from the Head-out List for any violation of this agreement, the Wrecker Services Ordinance, any other local law or State law.

The MPSD Director, after hearing evidence from both the MPSD Supervisor and the Grantee or his representative, shall have authority to remove Grantee from the Head-out List for a period of up to six months for breach of this contract, for violation of the Wrecker Services Ordinance, any other local law or for violation of State law relating to wrecker services. The MPSD Director will promptly notify the Grantee in writing of any such removal, in which case Grantee shall have the immediate right to appeal in accordance with the following section of this contract.



If Grantee is removed from the Head-out List two times within any three year period, and if each appealed removal is upheld, the third such removal within said three year period shall be for the duration of the contract.

No principal or other person having an interest in the business of a Grantee which is removed from the Head-out List under this section may apply for, obtain or otherwise possess a valid business tax certificate in another company name and then be enrolled on the Head-out List. The intent of this provision is to prevent any Grantee or principal of a Grantee from circumventing the disciplinary provisions of this contract by re-enrolling on the Head-out List in a new name after having been removed pursuant to this section or by maintaining more than one company on the Head-out List.

**Section 28. Administrative Hearing and Appeal.** Any decision of the MPSD Director to remove Grantee from the Head-out List may be immediately appealed, but within 10 days, by the Grantee in writing to an Administrative Hearing Panel, which panel shall be made up of (a) the Assistant City Manager for Management and Financial Services or his designee, (b) the Property Maintenance Director or his designee, and the Police Chief or his designee.

The administrative hearing shall be informal and shall be presided over by the Assistant City Manager for Management and Financial Services or his designee. The majority decision of the Administrative Hearing Panel shall be provided to the Grantee in writing within one day of the hearing. Any decision of the Administrative Hearing Panel may within ten days of notification be appealed in writing to the City Manager, whose ruling shall be final.

**Section 29. Driver's Permit Fee.** The application fee for a head-out wrecker driver's permit shall be \$10.00. A background check, current physician's statement or DOT card and a seven (7) yr. MVR from the DDS is required. No third party or on-line DDS's will be accepted.

**Section 30. Hold Harmless Agreement.** The parties hereto specifically agree that nothing herein contained shall be construed to designate or appoint the City of Savannah as agent for the Grantee, nor shall anything contained herein be construed to designate or appoint the Grantee as agent for the City of Savannah in the performance of any of the services described herein. Grantee hereby acknowledges and agrees that it is an independent contractor in the performance of said services and hereby agrees to defend, indemnify, and hold harmless The Mayor and Aldermen of the City of Savannah, Georgia, its successor and assigns, its principals, agents, and employees, from any and all claims for loss, damage, or injury sustained by Grantee or to Grantee's property, or by any agent or employee of Grantee, or by any person whosoever, in connection with any matter arising out of the subject of or performance of this contract.

**Section 31. Conflict of Terms.** In the case of any conflict with the terms of this contract and any existing or future ordinance of the City of Savannah, the terms of said ordinance or ordinances shall prevail.

**Section 32. Enrollment Period.** Any wrecker company wishing to enter into this Head-out Contract with the City may do so only during an enrollment period in the month of February of each year of the term of this contract or any extension thereof. After enrollment, the newly added wrecker service will be placed at the end of the head-out rotation list.

**Section 33. Cancellation.** This contract may be canceled by either of the parties hereto upon the providing of thirty days written notice of cancellation to the other party hereto.

**Section 34. Term of Contract.** This contract has a full term of three years. This contract shall become effective for a Grantee when executed and signed by the City and the Grantee during an enrollment period as provided in Section 32 above. Regardless of the effective date for any particular Grantee, this contract shall expire at 12:00 midnight on February 28, 2017, provided, however, that at expiration, this contract shall continue to be in effect on a month-by-month basis thereafter, subject to the thirty day cancellation provision contained in Section 33 above, until or unless replaced with a new contract.

**Section 35. C.P.I. adjustment.** The consumer price index will be reviewed each year by the MPSD Director.

**Section 36.** It shall be unlawful for any City employee to solicit business for any wrecker owner or operator.

**Section 37. Suspension of driver's permit.** The MPSD Supervisor shall have the authority to recommend to the MPSD Director suspension of a Wrecker Driver's permit for any of the following reasons: (1) The driver is charged with operating a motor vehicle while under the influence of intoxicating beverages or drugs, or reckless driving; (2) making any false statement in the application for the permit; OR (3) operating a wrecker in violation of any provision of this article or applicable state law.

The MPSD Director, after hearing evidence from both the MPSD Supervisor and the wrecker driver or his representative, shall have the authority to suspend the Wrecker Driver's permit for a period of up to six months.

If a wrecker driver is suspended three times within any three year period, the fourth such suspension within said three year period shall be for a period of one year.

The MPSD Director will promptly notify the wrecker driver in writing of any suspension, in which case the wrecker driver shall have the immediate right to appeal the decision in accordance with Section 28.

**Section 38. Revocation of drivers' permit.** In the event that any driver holding a permit under this article at any time ceases to meet qualifications described in Section 9, or fails to correct any false statement made in the application for the permit, or fails to

operate his wrecker in accordance with the provisions of this article, upon recommendation of the MPSD Director, the Assistant City Manager of Management & Financial Services shall be empowered to permanently revoke the permit, or to restore the same, after a hearing before an Administrative Hearing Panel as provided in section 28. Any decision of the Administrative Hearing Panel may, within ten days of notification of the Panel's decision, be appealed in writing to the City Manager, whose ruling shall be final.

**Section 39. Deadline Decal.** The MPSD Transportation Supervisor, upon observing the physical condition of a wrecker, shall place a deadline decal on the windshield of the vehicle, said decal to list all violations. No driver or other unauthorized person shall remove or deface a deadline decal. No driver shall use a wrecker to transport vehicles while a deadline decal is in place. The MPSD Supervisor or designee will remove the deadline decal after all violations are corrected.

This area left blank intentionally.

**IN WITNESS WHEREOF**, the undersigned have executed this contract the day and year first above written.

**FOR GRANTOR:**

MAYOR AND ALDERMEN OF THE  
CITY OF SAVANNAH, GEORGIA

By: \_\_\_\_\_  
Stephanie Cutter, City Manager  
City of Savannah, Georgia  
Post office Box 1027  
Savannah, Georgia 31402

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public, Chatham County, Georgia

**FOR GRANTEE:**

\_\_\_\_\_  
Tow Company

By: \_\_\_\_\_  
Owner signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public, Chatham County, Georgia

(5/87) (Revised 10/88, 4/90, 1/96, 5/99, 7/02, 7/05, 3/14)