



# PALM SPRINGS POLICE DEPARTMENT

230 Cypress Lane · Palm Springs, FL 33461 · Phone: 561-968-8243 · www.vpsfl.org

## WRECKER ROTATION RULES

### SCOPE AND PURPOSE

These rules apply only to wrecker companies, which are on rotation with the Village of Palm Springs Police Department.

These rules are designed to assure that only qualified and reputable wrecker companies are used for removal of vehicles by the Village of Palm Springs, in the event that the owner of a vehicle is incapacitated, unavailable, or leaves the procurement of a wrecker service to the discretion of any representative of the Village of Palm Springs.

### DEFINITIONS

**Department:** The Village of Palm Springs Police Department.

**Roll-Back/Slide-Back Carrier:** To be used for the removal of passenger cars, light trucks, small trailers, burned vehicles, boats and other cargo without causing further damage. It shall consist of a flatbed-type body, which hydraulically slides back on the frame until it reaches ground level to facilitate loading by use of a winch, which is used to pull or slide the vehicle on the transporter. It shall consist of a truck chassis with a manufacturer's rated capacity of at least 10,000 pounds GVW, with a minimum of a 16-foot bed, dual rear wheels and a winch with at least 8,000 pound capacity. **This is not a separate class of wrecker.**

**Village:** The Village of Palm Springs.

### A. APPLICATION FOR ROTATION

1. Prior to being placed on the rotation list, all wreckers, equipment, operators and facilities shall be investigated by a Department representative to ensure they meet the Department's requirements.
  - a. This investigation may include: background checks, criminal history checks, driver's license status/record checks and inspection of the applicant's wrecker(s), equipment and facilities.
2. The applying wrecker company must be regularly engaged in the towing business and shall have operated under the name used (supported by associated Federal I.D. number) for a minimum of one year and shall have possessed an operating permit from Palm Beach County for a minimum of one year.
  - a. For purposes of this section, the one year time frame shall be calculated from the date the request is made to be placed on the rotation list.

## **B. WRECKER COMPANY REQUIREMENTS**

1. The wrecker company must have all the necessary county and local licenses and permits required to operate this type of business, and comply with all laws, rules and regulations of any governmental agency having jurisdiction including, but not limited to, licensing and minimum safety requirements.
  - a. The wrecker company shall adhere to the Palm Beach County Operating Permit Regulations as defined in the most current Palm Beach County Towing Ordinance.
2. The wrecker company shall notify the office of the Chief of Police, in writing, of any change of address for the company office, or storage facility(s), or the company telephone number within thirty (30) days of the change.
  - a. Failure to notify will result in removal from the wrecker rotation list.
3. The wrecker company shall have a twenty-four (24) hour telephone number answered by an individual employed by the wrecker company that has the ability to dispatch a tow truck and towing services.
  - a. The telephone number may be forwarded to a cell phone after normal business hours.
  - b. The wrecker company may utilize a phone service or other similar subcontracted service, however, the Department must receive a call back from a company representative within ten (10) minutes.
  - c. If the wrecker company does not answer the call as required or the Department does not receive a call back within the specified time, the call will be cancelled, the wrecker company will be rotated to the bottom of the list and the next available wrecker company will be called.
    - i. Each incident will be noted as a violation of this agreement and repeated incidents may result in suspension or removal from the rotation list.
4. The wrecker company's call taker/dispatcher shall have access to two-way radio or cellular communication from the wrecker company's base station to their service trucks.
5. Wrecker companies included on the Department's wrecker rotation list are expected to respond to every type of call, including but not limited to the following:
  - a. All service calls;

- b. Disabled, stolen or abandoned vehicle calls;
  - c. Wrecked vehicle calls; and/or
  - d. Vehicle calls resulting from arrests.
6. If a wrecker company responds to a rotation wrecker call and determines it cannot handle the removal with their own company approved wrecker(s) and equipment, the company shall not be allowed to call a different wrecker, whether that operator is approved or not, to assist them.
    - a. If the wrecker company cannot handle the removal, the company shall be rotated to the bottom of the rotation list and the next rotation wrecker will be called.
  7. The wrecker company must be able to do secure tows and have an attendant available for immediate response on a twenty-four (24) hour basis for police department access.
  8. Wrecker companies will be listed only once on the rotation list, and only in the name under which they applied.
    - a. It will be prohibited for a wrecker company to have more than one listing or to be listed under other names operating out of the same or proximate location.
  9. A wrecker company may request to be taken temporarily off the rotation list once within a ninety (90) day period.
    - a. The request must be in writing to the office of the Chief of Police.
    - b. The wrecker company will be placed on the bottom of the wrecker rotation list upon return to service.
  10. At the scene of the vehicle tow, the wrecker company, or any of its agents, shall not ask or solicit to provide or make referrals for vehicle repair, paint and body, salvage, junkyard or recycling business directly or indirectly for any vehicle towed pursuant to this agreement.
  11. Each wrecker company shall maintain files, within its on-site office, that contain the following information for each towed vehicle: license number, make, model, VIN number and address from where removed.
    - a. Each vehicle's record shall be retained for a period of at least one (1) year.

12. All inventory records of personal property in the vehicles, which have been towed, shall be made in duplicate, and signed by the wrecker company owner or his/her agent.
  - a. One copy shall be maintained by the wrecker company as a permanent record and one copy of the inventory shall be available to the owner/operator.
  - b. Upon request of the vehicle's owner/operator, specific inventoried items shall be stored in an appropriate locked room and the location change will be noted on the permanent inventory record.
13. In accordance with Florida State Statutes (F.S.S.), Chapters 119 and 316, a wrecker company shall not release the names, addresses or other similar information of owners of vehicles damaged in accidents to firms such as body, repair and paint shops unless so authorized in writing by the vehicle owner.
14. The wrecker company shall not engage directly or indirectly, without prior written Department approval, in the automotive or truck repair, paint and body, salvage, junkyard or recycling business.
  - a. If the wrecker company acquires an interest in automotive or truck repair, paint and body, salvage, junkyard, or recycling businesses, the wrecker company shall immediately notify the Chief of Police in writing.
    - i. Failure to notify will result in removal from the rotation list.
15. A wrecker company must not have any sustained violations of any Palm Beach County Towing Ordinance within the last three years.

### **C. WRECKER CLASSIFICATION AND REQUIREMENTS**

1. In order for a wrecker company to apply for and remain on the Department's rotation list, it must, at a minimum, own or lease the below types of towing equipment (Definition of Vehicle Class specifications [A, B, C] shall be per Palm Beach County Ordinance, Tow Truck Class Specifications):
  - a. A quantity of two (2) Class "A" wheel-lift towing/recovery vehicles.
  - b. A quantity of two (2) Class "A" roll-back/slide-back carrier towing/recovery vehicles.
  - c. A quantity of one (1) Class "B" towing/recovery vehicle.
  - d. A quantity of one (1) Class "C" towing/recovery vehicle.

2. All wrecker equipment shall have a current Palm Beach County Towing Operator Permit and a valid Inspection Approval Decal on the equipment.

**D. REQUIRED EQUIPMENT**

1. The specifications and required equipment for all classifications of wreckers shall include the following:
  - a. A cradle, tow plate or tow sling to pick up vehicles.
  - b. Dual rear wheels.
  - c. Clearance, marker lights and all other equipment as required by F.S.S.
  - d. A rotor-beam or strobe-type light, amber in color, mounted on the wrecker in such a manner that it can be seen from the front, rear, and both sides.
  - e. The name, address, and telephone number of the wrecker operator must be painted or permanently affixed in a conspicuous place on both sides of the trucks.
  - f. At least one heavy duty push broom with a minimum width of twenty-four (24) inches.
  - g. One square shovel.
  - h. One ax.
  - i. One crowbar or pry-bar with a minimum length of thirty (30) inches.
  - j. A minimum of one, five-pound CO2 or dry chemical fire extinguisher or equivalent, which must be an approved type, properly charged, and have a current inspection tag attached.
  - k. One pair of bolt cutters with a minimum opening of one-half inch.
  - l. One set of jumper cables.
  - m. One, four-way lug wrench.
  - n. One operative flashlight.
  - o. Five, thirty-minute fuses.
  - p. At least three safety cones or triangle reflectors.

- q Fifty (50) pounds of sand or equivalent.
- r. One snatch block for each winch with manufacturer's rating to match winch.
- s. Extra towing chain six (6) to eight (8) feet in length with hooks.

**E. MINIMUM STORAGE REQUIREMENTS**

1. The wrecker company shall operate, maintain and provide a storage facility(s) for impounded and confiscated vehicles.
  - a. Storage facility may not be subcontracted.
2. The wrecker company must have an outdoor secured storage facility that can accommodate a minimum of ten (10) standard size vehicles.
  - a. The space for a standard size vehicle will be measured to be at least ten (10) feet by twenty (20) feet.
3. The wrecker company must have an indoor secured storage facility that can accommodate a minimum of three (3) standard size vehicles.
  - a. The space for a standard size vehicle will be measured to be at least ten (10) feet by twenty (20) feet.
  - b. The storage area must have a durable surface, properly drained and enclosed.
  - c. No repair work or servicing of vehicles shall be permitted in the storage area while a police impounded vehicle is present.
4. The location of the storage site(s) shall not exceed a distance of a twelve (12) mile radius of the Department.
  - a. A wrecker company may operate multiple storage facilities to meet the minimum requirements.
  - b. Storage location sites shall not be changed unless prior written approval is received by the Department.
  - c. Storage location site(s) shall meet or exceed Palm Beach County Towing Ordinance requirements and all applicable zoning requirements.
5. The wrecker company shall maintain a security camera system capable of recording and retrieving images.

- a. Cameras must be activated and recording video during the hours the wrecker company is closed to the public, and shall continuously capture interior and exterior images of the entry/exit points and the storage area(s).
- b. Recorded video images shall be stored for a minimum of thirty (30) days.

**F. WRECKER COMPANY PERSONNEL**

1. The wrecker company shall dispatch qualified and trained employees for all Department tow requests.
2. The wrecker shall be manned by a driver who must meet the following qualifications:
  - a. Possess a valid State of Florida commercial driver's license to operate the wrecker in question.
  - b. Have a detailed knowledge of the layout of the Village streets.
  - c. The physical qualifications necessary to perform the normal tasks required of a wrecker driver.
3. The wrecker company shall agree to have in its personnel file, a Department of Motor Vehicles (D.M.V.) report on each driver that it updates annually.
4. All drivers used on Village calls shall be uniformed, clean, courteous, sober and competent in operating skills and communicate in English with the Village contact person.
5. The wrecker company agrees to be responsible for its drivers.
6. All wrecker company employees, dealing with the public under this agreement, shall be identified by name through the use of a name tag or embroidered name on his/her uniform.
7. The wrecker company agrees that the owners of the company, or officers if a corporation, shall be held fully responsible, except as otherwise prohibited by law, for acts of their employees while on duty.
8. The wrecker company agrees to maintain and upon request provide the following information to the Department on all officers, employees, agents, and servants and be responsible for keeping the information accurate and current: Name, address, date of birth, driver license number, social security number and photograph.

9. The wrecker company agrees to conduct operations under this agreement in a courteous, orderly, ethical and businesslike manner.
10. This agreement requires the wrecker company, and the wrecker company's personnel, to deal with the public on a daily basis, and the wrecker company is required to extend common courtesies such as:
  - a. Expediting release of the vehicle in accordance with the terms of this agreement.
  - b. Assisting the vehicle owner in retrieving documents from the vehicle to establish ownership.
  - c. Allowing the owner to remove the auto tag and any unattached personal possessions.
  - d. Explaining fully and politely the reason for the tow and all charges levied.
11. If a dispute occurs, the wrecker company shall attempt to resolve the dispute promptly and politely.
  - a. If it cannot be resolved satisfactorily, the dispute shall be reported to the office of the Chief of Police no later than the next business day.

**G. RESPONSE TO CALLS**

1. The wrecker company will respond to Department directed tows for vehicles incapacitated as a result of an accident or involved in a crime and the owner cannot or will not secure the services of his/her own towing service.
2. The wrecker company will be given first call, by rotation, for all wrecker services requested by the Department unless a motorist makes a specific request for another wrecker.
3. The Department reserves the right to request another wrecker service in an emergency situation.
4. Wrecker operators will only respond to accidents within the Village, pursuant to a call received directly from the Department, and in the event of a request by any other person to remove a vehicle involved in an accident in this Village, such wrecker operator shall first clear the call through the Department.
5. The wrecker company that acknowledges receipt of a call for service from the Department shall respond within thirty (30) minutes with appropriate towing equipment to handle a towing call at the location where the service is needed.

- a. In the event of a delay, and the wrecker company is not able to meet the thirty (30) minute requirement, such notice is to be provided to the Department's Communications Center within fifteen (15) minutes of the initial call.
- b. At the time of call to the Communications Center, an explanation and estimated time of arrival is to be provided.
  - i. The follow-up call does not preclude the Department from classifying the wrecker company as in default of meeting the response time and counting as a violation of this agreement.
6. Wrecker companies responding to, or returning from a request for service(s) will obey all traffic regulations.
  - a. The wrecker company assumes all liability in meeting the required response time including, but not limited to, all damages resulting from traffic accidents and motor vehicle infraction fines.
    - i. The Department may conduct periodic reviews of response time to verify that a wrecker company is in compliance.
7. The wrecker company, which is called by the Department, will determine from the dispatcher the number of wrecked vehicles needed to separately remove each vehicle, and the wrecker company will remove all the vehicles from that incident.
  - a. In the event of non-availability, the next wrecker company on the list will be called.
8. Any ancillary services, such as the use of dollies, additional hookups or winching, are to be performed only if required or necessary for the removing of any vehicle.
9. The wrecker company will forfeit a call, if the operator or employee responds to a call in a non-approved wrecker, or in one that is in such an unsatisfactory condition that the Village police officer on the scene reasonably believes that the vehicle to be removed cannot safely be removed, or the operator cannot safely perform his duty.
  - a. In any of these cases, the wrecker company shall be denied the call, rotated to the bottom of the list and the next wrecker will be called from the rotation list.
10. When the vehicle's driver is present at the scene, the wrecker company's representative shall provide to the driver, of the vehicle being towed, a contact card with their company information, the representative's name and the location to where the vehicle is being towed.

11. When a vehicle is removed from the scene, under the direction of a Village police officer, the wrecker company shall not remove the vehicle to any location other than the wrecker compound, unless specifically requested by the vehicle's owner to do so, and with the permission of the officer.
12. Vehicles awaiting crime scene or evidence processing by the Department will not be touched by anyone without authorization from the Department.
13. The Department reserves the right to cancel a request for services of the wrecker company at any time, including up to the time of hook-up.
  - a. The wrecker company agrees that the mere response to a service call scene without other action does not constitute a service call for which charges are applicable.
14. The wrecker company and/or their personnel may document the scene of any incident via video or photographs, however, the images shall not be made public without the written consent of the assigned investigator from the Department.
  - a. Any images shall be available for review upon request by the Department for investigative purposes and/or prior to release.

#### **H. WRECKER OPERATOR REQUIREMENTS**

1. All wrecker operators are required to comply with the Florida Uniform Traffic Law, Chapter 316 F.S.S.
2. The wrecker operator, when towing vehicle(s) from the scene of an accident, will be responsible for removing from the street all broken glass and other non-hazardous matter that may be in the street as a result of the accident.
  - a. Normal accident clean up includes items such as oil dry, or other necessary chemicals to clean the site.
  - b. The cost of such normal accident cleanup shall be included in the basic towing rate and no separate charge will be made to the Village or the vehicle owner.
3. In the event the accident creates a major oil or fuel spill, or other unusual circumstance that requires additional wrecker company staff or equipment, the cost of such staff or equipment shall be charged to the vehicle owner.
  - a. Such unusual circumstance would include the spillage of what the vehicle was hauling.

- b. The owner of the vehicle may be charged for clean-up of hazardous wastes, chemicals, construction debris and spilled loads.
  - c. The wrecker company will remove from the site, any hazardous debris, spilled petroleum products, or volatile items, unless conditions warrant that the Palm Beach County's Fire Department render assistance, as determined by the County's Fire Department Incident Commander or other hazardous materials response team leader.
  - d. All items shall be removed and disposed of in compliance with Department of Environmental Protection guidelines and amendments thereof.
4. Wrecker operators must be released by the Village police officer before leaving the scene.
  5. Vehicles awaiting crime scene or evidence processing by the Department will not be touched by anyone without authorization from the Department.
    - a. Any vehicle towed and stored as a result of the marked "Hold" relative to a crime scene investigation shall be handled with gloves, i.e. cloth, rubber or leather, by the wrecker operator.
    - b. Crime scene vehicles shall be stored to prevent physical contamination or degradable evidence from deteriorating by inside storage or when approved by the police officer, coverage of the vehicle with tarpaulin-type covers, or their equivalent for outside storage.
  6. The Village shall not be liable or responsible in any manner whatsoever, for either the collection or payment of any charges for services rendered, including towing and storage.

## **I. LIABILITY/PROTECTION OF VEHICLES AND PROPERTY**

1. The Village will not be responsible for, or liable in any manner, for any damage to, or theft from, any vehicle removed by the wrecker operator and/or in the possession of the wrecker company.
  - a. Possession occurs when the wrecker operator connects any part of its equipment to the vehicle to be removed.
2. Whenever a vehicle is towed as a result of a police action, the wrecker company will have its employee, representative or agent sign a Vehicle Storage Receipt (Tow Slip), prepared by the requesting officer or designee, for each towed vehicle.

- a. One copy shall be maintained by the wrecker company as a permanent record and one copy will be given to the owner or operator (if known) of the vehicle being towed or placed inside the vehicle.
3. Within the guidelines of F.S.S., the wrecker company shall be solely liable and responsible to the owner or legal entity entitled to lawful possession for all personal property in any vehicle towed under the authority of this agreement.
4. In the event of a complaint of missing items from the vehicle, the wrecker company will cooperate with the police investigator in an investigation pertaining to the missing items, which will include making the wrecker driver or lot personnel available to the police investigator.
5. The wrecker company shall be responsible for the safekeeping of and shall be accountable to the owner of the vehicle for all personal property, vehicle accessories, as well as for the vehicle stored within the storage facilities of the wrecker company.
  - a. The wrecker company agrees to replace any such articles(s) upon verification of the loss by the designated investigative agency as per F.S.S.
6. Personal property contained in vehicle(s) which is removed and stored by the wrecker company shall not be disposed of by the wrecker company to defray any charges for towing or storage of vehicle(s) and such property must be returned to the owner or other person legally entitled to lawful possession of the vehicle upon request and without regard to any fees owed by such person or legal entity.

## **J. VEHICLE PROCESSING AND RELEASES**

1. The wrecker company agrees to be responsible for notifying the registered owner or agent of the whereabouts of the vehicle in accordance with F.S.S. 713.
  - a. The wrecker company agrees to maintain a log at the place of business listing date, time and method of notification.
2. The wrecker company shall directly release any vehicle, which has not been marked "Hold" providing the proper proof of identification and ownership is presented.
  - a. Any vehicle towed, which is marked "Hold," cannot be released without written authority from the Department.
    - i. If a vehicle's hold time has reached five (5) days, the wrecker company must contact the Department prior to the release of the vehicle to determine if the Department requires a longer hold time.

- b. The wrecker company shall release any vehicle, towed in at the request of the Department, only to the person whose name appears on the title or registration certificate or to the authorized agent of such person.
3. The wrecker company will not release a police impounded vehicle until the wrecker company receives proof that Department administrative fees have been satisfied.
  - a. Proof will be in the form of a Village receipt indicating that the administrative fee has been paid.
  - b. If the wrecker company releases an impounded vehicle when the administrative fee has not paid and the vehicle storage receipt indicates in special instructions that it is an impounded vehicle, then the wrecker company shall be liable for the administrative fee.
4. In the event the wrecker company is holding personal property removed from the stored vehicle, upon its release, the wrecker company will have the owner, or person entitled to possession of the property, sign the wrecker company's copy of the inventory receipt.
5. Unless a "Hold" has been placed upon the vehicle, disposal of vehicles will be in accordance with current F.S.S.
6. The wrecker company may dispose of abandoned vehicles to compensate for towing and storage charges after all responsibilities called for in accordance with F.S.S. have been adhered.
  - a. Records must be maintained which detail towing, storage and salvage compensation for Department audit purposes.

**K. RATES FOR TOWING AND STORAGE**

1. The wrecker company shall charge for the tow and/or storage of any vehicle directly to the owner or operator thereof, and not to the Village, in accordance with the most current Palm Beach County Rate Schedule as approved by Palm Beach County Ordinance.
2. For police directed tows, the wrecker company shall provide inside and outside storage facilities, and the charges for the storage and processing of the impound shall be in accordance with most recent Palm Beach County Towing Ordinance.
3. Vehicles towed and/or stored under the provisions of this agreement shall only be taken to the approved storage location or to a location approved by the vehicle's owner for a non "Hold" vehicle.

- a. Towing, Paperwork Processing and rates charged shall be in accordance with the most recent Palm Beach County Towing Ordinance.
4. No other rates or compensation shall be levied against any vehicles without written authorization of the owner or agent of any vehicle.
5. No towing service mileage charges shall be imposed on vehicle owners to transport vehicles from one storage facility to another approved storage facility.
  - a. The use of multiple approved storage facilities is for the convenience of the wrecker company.
6. If a vehicle is towed to a storage location that only offers inside storage and a customer elects outside storage, the wrecker company shall only charge the outside storage rate.
7. In the event that a wrecker company has completed the hook-up, but the vehicle is still at the scene and the owner arrives before the car is towed away, and the car is drivable, upon approval of the police officer, the wrecker company shall un-hook the vehicle and the wrecker company may only charge one-half (1/2) of the published Palm Beach County tow rate.

#### **L. INSURANCE REQUIREMENTS**

1. The wrecker company shall maintain an insurance policy in the name of the wrecker company to include coverage for removing and storage.
  - a. A Certificate of Insurance must be supplied to the office of the Chief of Police upon annual renewal.
  - b. Failure to maintain insurance coverage and failure to submit proof of correct coverage to the Department upon request will result in the wrecker company being taken off rotation and suspension until proof of correct insurance coverage is provided to the Department.
2. It shall be unlawful for any wrecker company for compensation to recover, tow, or remove a vehicle or to provide vehicle storage services, in connection therewith until the wrecker company has filed for, and maintains in effect, for each towing vehicle operated by that company, an insurance policy or policies, or certificates of issuance, which shall indemnify or insure the company for its liability.

3. The wrecker company shall defend, indemnify and save the Village, harmless from and against any and all claims, suits, actions, damages, or causes of action whatsoever arising, caused by any act or omission of the wrecker company relating to bodily injury, loss of life, or damage to property sustained as a result of the performance of the company's duties, and from all costs, attorney fees, expenses and liabilities, causes of actions, investigations thereof, or defenses of the same, or any proceedings brought thereon; and from and against any orders, judgments or decrees which may be entered therein.
  - a. The wrecker company shall further specifically defend the Village in any action brought against the Village as a result of the items set forth in this section.

**M. RIGHTS OF THE VILLAGE AND DEPARTMENT**

1. The Department reserves the right to require inside or outside storage for confiscated vehicles.
2. The Department may designate vehicles to be placed on "Hold" and such vehicles shall be stored at the wrecker company's storage facility that is within a twelve (12) mile radius of the Department.
3. Any use the Village or Department name, seal, patch or any other applicable material in the wrecker company's marketing, advertisements, website(s) or social media site(s) without the prior written permission of the Village, is strictly prohibited.
  - a. Any violation of this section will result in removal from the wrecker rotation list with the option to pursue any other legal remedies.

**N. INSPECTIONS**

1. The Department reserves the right to annually inspect each wrecker on the wrecker rotation list to confirm continued compliance with these regulations.

**O. GROUNDS FOR SUSPENSION OR REMOVAL FROM ROTATION LIST**

1. All performance issues shall be monitored by the Department.
  - a. The wrecker company agrees that any complaints received by the Village concerning the performance of the services performed under this agreement may also be forwarded to the Palm Beach County Consumer Affairs Division.

2. If the wrecker company's performance fails to meet the requirements specified within this agreement, the Department may without cause and without prejudice to any other right or remedy, remove the wrecker company from the rotation list whenever the Department determines that such termination is in the best interest of the Village.
  - a. A wrecker company that is removed from the rotation list will be notified in writing.
3. Violation of any of the wrecker rotation rules by a wrecker company may result in suspension from the wrecker rotation list.
  - a. Repeated violations may result in removal from the wrecker rotation list.
4. Failure to be available two (2) times in a calendar month may result in suspension from the wrecker list.
  - a. Repeated violations may result in removal from the wrecker rotation list.
5. Any changes demanded or requested by a wrecker company of a rate that exceeds the maximum rate established by Palm Beach County Ordinance may result in removal from the wrecker rotation list.
6. Lack of reputability of a wrecker company or a wrecker operator shall result in removal or denial from the rotation list.
  - a. For this purpose, lack of reputability shall mean that the Village cannot trust the wrecker operator to safeguard the welfare and property of the public and shall include, but not limited to, the following:
    - i. The conviction of any felony or misdemeanor as defined in the Palm Beach County Towing Ordinance.
    - ii. Responding to a call while under the influence of alcohol, or any controlled substance.
    - iii. A wrecker unit, or facility, fails to meet the requirements of the Department.
7. All disputes concerning the wrecker company's ability to meet the requirements specified within this agreement will be referred to the Chief of Police, and either the Chief or his/her designee shall conduct such investigations and inquiries, including discussion with the wrecker company to determine the merits of the dispute.

**P. APPEALS**

1. If the wrecker company can show extenuating circumstances beyond their control, the wrecker company may appeal a suspension or removal from the rotation list.
  - a. The wrecker company shall notify the office of the Chief of Police in writing and clearly detail the extenuating circumstances.
  - b. The Chief of Police shall consider all appeals and the Chief of Police's decision shall be final.

**AGREEMENT**

The undersigned, by and on behalf of, the referenced company, acknowledges receipt of the Village of Palm Springs Police Department Wrecker Rotation Rules, agrees to abide by said rules, acknowledges the Village's right to enforce said rules, in its sole discretion, by suspension or removal of violators from the wrecker rotation list.

**AGREED AND ACCEPTED**

**Name of Company:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

The forgoing instrument was acknowledged before me this date \_\_\_\_\_

By: \_\_\_\_\_ who is personally known \_\_\_\_\_

Or who has produced identification. Type of identification: \_\_\_\_\_

\_\_\_\_\_  
Notary's Signature

\_\_\_\_\_  
Print, type or stamp  
Commissioned Name of Notary