

**NORTHGLENN POLICE DEPARTMENT
COUNCIL MEMORANDUM #08-10**

TO: Honorable Mayor Kathleen M. Novak and City Council Members

FROM: David Allen, Acting City Manager *DA*
Russ VanHouten, Chief of Police *RVH*

DATE: July 30, 2008

SUBJECT: CR 08-120, Towing Services for the City for 2008-09

RECOMMENDATION:

Attached is Resolution (#08-120) which, if approved, would authorize the Mayor to execute a contract with Mirage Recovery Service for towing and vehicle recovery services for the City.

BACKGROUND:

In May 2008, Above Board Towing, the City's towing contractor, notified the City that they would be terminating their contract due to going out of business. On May 20, 2008 an RFP was issued. The RFP closed on June 9, 2008. Five vendors responded.

Staff conducted a review of the five vendor's proposals utilizing a matrix of service factors followed by a site visit. The service matrix by which the vendors were evaluated included: pricing, storage facility conditions and security, the distance from the storage lot to City Hall, the number of towing units, and availability of a computerized records management system. The site inspection verified the status of the matrix criteria.

Staff recommends the contract be awarded to Mirage Recovery Service, a company that specializes in government towing. Mirage was not the lowest bidder for towing fees charged to private owners of towed vehicles. Mirage has, in our opinion, the best facilities for police investigations, the best security and the type of towing trucks and machinery that we require. These criteria were the most important for the City.

From the bids submitted, the price for a basic private passenger vehicle tow ranges from a high of \$85.00 to a low of \$65.00. Mirage's price is \$75.00. Mileage rates range from \$4.00 per mile to \$2.00 per mile. Mirage's mileage rate is \$3.00 per mile. For City owned passenger vehicles the towing price ranges from zero to \$40.00 Mirage's price is zero. In-City mileage rates for City vehicles ranges from zero to \$2.50 per mile. Mirage's in-City mileage rate is zero. Mileage from City Hall to the vendors' storage facilities ranged from 8.63 miles to 16.46 miles. The distance from City Hall to Mirage is 10.0 miles.

BUDGET IMPLICATIONS:

Moneys for towing are included in departmental budgets. The City spends approximately \$2,000.00 - \$3,000.00 a year on vehicle towing. Most tows are privately owned vehicles involved in motor vehicle crashes which are paid for by the vehicle owner's insurance company or the at-fault driver's insurance company. Tows that are paid for by the City are usually City vehicles that have broken down or vehicles impounded as evidence for the Police Department.

STAFF REFERENCE:

If Councilmembers have any comments or questions, they may contact Deputy Chief Rod Walters at 303-450-8851 or at rwalters@northglenn.org.

SPONSORED BY: MAYOR NOVAK

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-120
Series of 2008

Series of 2008

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND DRAWBAUGH ENTERPRISES INC. DBA MIRAGE RECOVERY SERVICE FOR VEHICLE TOWING AND IMPOUND SERVICES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

The agreement between the City of Northglenn and Drawbaugh Enterprises, Inc. dba Mirage Recovery Service, attached hereto, for vehicle towing and impound services is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this _____ day of _____, 2008.

KATHLEEN M. NOVAK
Mayor

ATTEST:

JOHANNA SMALL, CMC
Acting City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney



**Towing Agreement
City of Northglenn
Northglenn, Colorado**

**Vehicle Towing and Impound Services
Contract NO: _____**

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2008 by and between the City of Northglenn, Colorado (the "City") and Drawbaugh Enterprises, Inc. dba Mirage Recovery Service. (the "Contractor").

WITNESSETH:

WHEREAS, the City intends to engage the nonexclusive services of the Contractor, which shall provide towing and related services for City-owned vehicles, police and Public Works tows as provided within this Agreement and any addenda thereto;

WHEREAS, it is in the best interests of the public the City designate the Contractor to provide towing and related services to the City; and

WHEREAS, the Contractor agrees to provide all authorized towing and related services for City-owned vehicles and police and public works tows as provided within this Agreement and any addenda thereto.

SECTION I. GENERAL TERMS AND CONDITIONS

- A. This Agreement shall be effective for the period of one year. If the Contractor's service is satisfactory during this period of time, the City reserves the right to renew this Agreement for three (3) additional years. If funding is not appropriated for the next fiscal year, however, written notice of termination from the City to the Contractor will be sent as soon as practical. Unless otherwise stated in the termination notice, termination will take place at midnight local time, July 31st 2009. Termination will be without penalty, recourse or further obligation of either party hereto.
- B. All work performed by the Contractor shall be authorized by a duly authorized officer, agent or representative of the City prior to the Contractor undertaking performance. This Agreement does not guarantee to the Contractor any work or create an exclusive contract.
- C. The Contractor shall inform the City in writing of any subcontractors or firms hired by the Contractor to perform work in connection with this Agreement and shall keep the City informed of any changes. The Contractor shall be responsible for the performance of any subcontractor or firm hired by the Contractor. Nothing contained herein shall create any contractual relationship between the City and a subcontractor or a firm hired by the Contractor.
- D. The Contractor and its personnel shall remain the agents and employees of the Contractor and are not, nor shall be construed to be, agents or employees of the City even though the City may use their services under the terms of this

Agreement.

- E. The Contractor shall be responsible for any injury to persons or damage to property from negligent acts, errors or omissions of the Contractor, its subcontractors, agents and employees.

SECTION II. OBLIGATIONS OF THE CITY AND THE CONTRACTOR

The City shall:

- A. provide full information, including a detailed scope as to its service requirements;
- B. give prompt notice to the Contractor whenever the City observes or otherwise becomes aware of any discrepancies in the services provided and the services requested; and
- C. furnish or direct the Contractor to provide at the City's expense any necessary additional services.

The Contractor shall:

Perform services as provided within this Agreement and "Requirements of Contractor" attached hereto as EXHIBIT A and incorporated herein by this reference.

SECTION III. SPECIAL CONDITIONS

- A. The Contractor shall be licensed by the Colorado Public Utilities Commission (the "PUC") and it must comply at all times with the rules and regulations promulgated by the PUC. Revocation of the license by the PUC will subject this Agreement to immediate termination. Also, all towing vehicle operators must possess a valid Colorado Driver's License of the proper class.
- B. The Contractor shall furnish a two thousand dollar (\$2,000) cash bond for the faithful performance and prompt settlement of claims for loss or damage. The City reserves the right to use any or the entire cash bond to settle claims submitted for loss or damage if such claim is substantiated by the City. Claims settled by the Contractor shall be reviewed by the Chief of Police and the Contractor. If substantiated, all claims shall be paid by the Contractor or from the cash bond. The Contractor shall replenish the cash bond within seven (7) days after a payment is made to the City. If no claims are pending, the cash bond shall be refunded to the Contractor within thirty (30) days after expiration of this Agreement or voluntary withdrawal by the Contractor.
- C. The City shall not deputize the Contractor, its drivers or its employees, nor shall any of the Contractor's vehicles or trucks be required to carry flashing red lights, nor shall any vehicle be considered an emergency vehicle. At no time may the Contractor, its drivers or employees represent that they are acting as agents of the

City. All vehicles and trucks shall be operated in compliance with all traffic regulations of the city.

- D. In order to assure acceptable standard of performance, it is specifically agreed and understood the City has entered into this Agreement in reliance on its inspection and investigation of the establishment, facilities, business reputation, and other general qualifications of the Contractor. In order to assure these standards of performance are maintained during the term of this Agreement, there shall be no change in ownership of the Contractor without the prior approval of the City.

SECTION IV: INDEMNIFICATION:

The Contractor agrees to indemnify and hold harmless the City of Northglenn, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Contractor, any subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any subcontractor of the Contractor, or which arise out of any workmen's compensation claim of any employee of the Contractor or of any employee of any subcontractor of the Contractor. The Contractor agrees to defend against, any such amounts, durations, or types.

The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys fees.

SECTION V. INSURANCE REQUIREMENTS

- A. The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Contract. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law.
- B. The Contractor shall procure and maintain, and shall cause any subcontractor of the Contractor to procure and maintain, the minimum insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the City of Northglenn. All coverage shall be continuously maintained to cover all liability, claims, demands, interests, and other obligations of contractor. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- (1) Workmen's Compensation Insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employer's liability insurance with minimum limits of ONE HUNDRED THOUSAND DOLLARS (\$100,000) each accident, ONE HUNDRED THOUSAND DOLLARS (\$100,000) disease – each employee, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease – Policy limit. Evidence of qualified self-insured status may be substituted for the workmen's compensation insurance requirements of this paragraph.
- (2) General Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including independent contractors), products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interest provision.
- (3) Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

C. **The policy required by paragraph (2) above and by paragraph (3) above shall be endorsed to include the City of Northglenn and the City of Northglenn's officers, volunteers and employees as additional insured.** Every policy required above shall be primary insurance, and any insurance carried by the City of Northglenn, its officers, or its employees, or carried by or provided through any insurance pool of the City of Northglenn's, shall be excess and not contributory insurance to that provided by the Contractor. No additional insured endorsement to the policy required by paragraph (1) above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.

D. **The Certificate of Insurance, with an original signature (not a copy) shall be provided to the City of Northglenn, and shall be completed by the Contractor's insurance agent as evidence the policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be**

reviewed and approved by the City of Northglenn prior to commencement of the contract. No other form of certificate shall be used. The certificate shall identify this contract and shall provide the coverage afforded under the policies shall not be canceled, terminated or materially changed until at least 30 days prior written notice has been given to the City of Northglenn. The completed certificate of insurance shall be sent to:

City of Northglenn
PO Box 330061
11701 Community Center Drive
Northglenn, Colorado 80233

The Certificate of Insurance shall include the name of the project and formal bid number on the form.

Failure on the part of the Contractor to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which the City of Northglenn may immediately terminate this contract, or at its discretion the City of Northglenn may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

- E. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- F. The parties hereto understand and agree the City of Northglenn is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the City of Northglenn, its officers, its employees, or its volunteers.

SECTION VI. TERMINATION OF CONTRACT

- A. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of this Agreement, or if the work is not being performed in accordance with the rules and regulations of the PUC, the City shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date of the termination.
- B. The Contractor agrees to perform all services to the satisfaction of the City. If, in

the opinion of the City, the Contractor's performance is unsatisfactory, the City reserves the right to terminate this Agreement by giving fifteen (15) days written notice to the Contractor of such termination.

- C. If this Agreement is terminated for any reason, all finished or unfinished services, reports, or other materials prepared by the Contractor under this Agreement shall, at the option of the City, become its property.

Section VII. ILLEGAL ALIENS

- A. **Certification.** By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

- B. **Prohibited Acts.** Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
2. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

- C. **Verification.**

1. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.
2. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:
 - a. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

- b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.
- D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.
 - E. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.
 - F. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the Department Program Affidavit attached hereto.

SECTION VIII. MISCELLANEOUS

- A. This Agreement consists of the Agreement, Exhibit A and Exhibit B and such written addenda hereto as the parties subsequently agree shall be in effect.
- B. The Services contemplated under this Agreement shall not be assigned, sublet or transferred without the prior written consent of the City.
- C. Any notice required under this Agreement shall be sent to the parties as follows:
 - City:
City of Northglenn
11701 Community Center Drive
Northglenn, CO 80233
Attention: City Manager
 - Contractor:
Drawbaugh Enterprises, Inc. dba Mirage Recovery Service
8051 Rosemary St
Commerce City CO 80022
- D. The captions and headings in this Agreement are for convenience only and are not construed as defining or limiting in any way the scope or intent of this Agreement.
- E. This Agreement shall be construed under the laws of the State of Colorado.

- F. If any of the terms of this Agreement are in conflict with any rule of law or statutory provision of the State of Colorado, then the terms of this Agreement which may conflict with such laws shall be deemed inoperative and null and void to the extent they may be in conflict therewith, but the remaining provisions of the Agreement shall remain in full force and effect.

- G. The only parties to this Agreement are the City and the Contractor. No other party or third persons may claim an intended or incidental benefit through this Agreement.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF NORTHGLENN

By: _____

Print Name

Title

ATTEST:

Johanna Small, CMC
Acting City Clerk

APPROVED TO FORM:

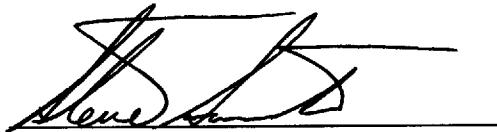
Corey Y. Hoffmann
City Attorney

CONTRACTOR
Drawbaugh Enterprises, Inc.
d/b/a Mirage Recovery Service

By: Jay Drenth

Title: CEO

ATTEST:



Name: Steve SAWYERS

Title: Commander 8/11/08
Date

EXHIBIT A
RULES AND REGULATIONS
FOR THE LICENSING AND OPERATION OF A LICENSED
TOW OPERATOR IN THE CITY OF NORTHGLENN, COLORADO

I. RULES AND REGULATIONS GENERALLY

1. Standards of Conduct

- a. Impound Facilities shall conduct their business in an ethical, orderly manner and shall at all times maintain a courteous and helpful attitude toward all citizens and City officials.
- b. Impound Facilities will be held responsible for the acts of their agents, servants, operators, and employees in the performance of any service for the City of Northglenn.

2. Laws, Ordinances, and Regulations

- a. Impound Facilities shall abide by all applicable laws and ordinances regulating tow units and impound, towing, storage, and disposition of vehicles. Impound Facilities shall also abide by any regulations made pursuant to the authority granted under the provisions of this document.

3. Licenses and Permits

- a. Impound Facilities must have or obtain a valid and current City Business/Use Tax License to do business in the City of Northglenn and shall conspicuously display said license in the main business office. Impound Facilities must also have and keep in full effect and force, a valid and current Public Utilities Commission permit to operate a wrecker service. Impound Facilities shall be subject to all statutes and all rules and regulations of the Public Utilities Commission applicable to the operation of a wrecking service as are now or hereafter shall be in force.

4. Cooperation with the Department

- a. Tow operators shall abide by all lawful instructions of employees of the police department and shall be required to cooperate with the police department in removing hazards, illegally parked motor vehicles, and in impounding motor vehicles.
- b. Police department employees shall likewise recognize the limitations of tow operations, and shall cooperate with the tow operator to the extent necessary to complete the task at hand.

5. Limitations

- a. Nothing contained herein shall restrict or be construed to restrict, the right Impound Facilities to provide towing services to persons other than the City of Northglenn so long as the provision of such services does not interfere with the efficient performance of the duties of Impound Facilities according to the specifications stated in this document.
- b. When requested by the police department, any towing services provided shall be subject to the prices listed on the attached Exhibit B. This section shall not apply when any other agreement(s) exist between the City of Northglenn and Impound Facilities concerning the provisions of services for city vehicles.

6. Disputes

- a. The Chief or his designee shall resolve any disputes arising under the terms of this document.

7. Rule Making Power

- a. The Chief shall have authority, subject to the provisions of this document, to make such reasonable rules and regulations for the conduct of the business of the Impound Facility as the Chief deems necessary and proper for the efficient operation of the Impound Facility. All records, equipment, and storage facilities used to conduct the business of the Impound Facility shall be subject to periodic inspection and approval by the Chief or his designee.

II. METHODS OF OPERATION

1. Protection and Handling of Vehicles

- a. It shall be the duty of the Impound Facility to protect all motor vehicles in its custody and the Impound Facility shall be liable for any loss or damage caused by negligence of its employees, agents, or servants.
- b. Vehicles to be stored at the Impound Facility shall be reasonably secured at the scene of the tow and removed directly to the lot. Upon arrival at the lot, entrance to the vehicle shall be limited to that required to remove wheel tie-down equipment, locking the transmission gear, or only as required by the performance of legitimate business.

2. Removing Debris

- a. The Impound Facility tow unit operator shall be required to thoroughly

and properly/appropriately remove glass and debris deposited upon the roadway by the disabled vehicle for which he has received authorization to tow. In addition, any grease or oil slick deposited on the roadway must be adequately covered with dirt or grease absorbing chemical. At scenes of traffic crashes, tow operator(s) shall be required to appropriately remove and carry away any debris deposited upon the roadway and/or debris located immediately adjacent to the roadway. Police officers on scene shall provide appropriate traffic control for the safety of the tow operators during the loading and clean up operations. Officers shall inspect the area to insure it is properly cleaned up prior to the tow truck leaving the scene.

3. Property in Vehicles

The Impound Facility shall immediately notify the police department of the existence of any property of monetary value over \$300 estimated value, and/or contraband which is found in any vehicle towed from within the City of Northglenn. The tow operator may contact a police sergeant to determine value of property. Upon receiving such notification, the on-duty watch supervisor shall determine the proper disposition of the reported property as soon as possible (i.e., placed in evidence, released to owner, etc.).

- a. Tow operator(s) shall immediately notify the police officer in charge at the scene of the tow when valuable property (Over \$300 estimated value) or contraband is in the vehicle to be towed.

All other property of little or no monetary value left inside abandoned vehicles may be disposed of at the discretion of the Impound Facility after the abandoned vehicle process is completed and the vehicle is available for sale or destruction.

The Impound Facility shall allow the registered owner or designee to view the vehicle or retrieve any personal property left inside any abandoned or disabled vehicle ordered by the police department regardless of whether or not the registered owner has paid fees owed for the towing and storage of said vehicle. The registered owner or designee may not remove any items attached to or part of the vehicle.

The Impound Facility shall allow the registered owner or designee to take still photographs and/or video tapes of both the interior and exterior of only their vehicle.

In those cases where the registered owner chooses to designate another person to view the vehicle, retrieve personal property or take photographs/video of the vehicle, the registered owner shall provide to the Impound Facility a notarized letter naming his/her designee.

The registered owner or designee shall not be given access to property contained in any vehicle held for investigation by the police department unless specifically authorized by the police department. When any personal property items are released, the Impound Facility shall make a record of the date and time such items were released, the printed

name and signature of the person receiving the property, and an adequate description of the items. Picture identification of the person accepting the property will also be obtained and recorded by the Impound Facility employee releasing such property shall also be recorded.

- a. In those cases where the driver's license of the registered owner or designee has been confiscated by the police department, the respondent copy of the Colorado Department of Revenue Affidavit and Notice of Revocation for (DR 2576) shall be considered as acceptable identification.

The registered owner or designee of a vehicle towed at the request of the police department shall be required to comply with the Impound Facility's written "lot rules."

- a. Impound Facilities must provide a complete copy of their written "lot rules" to the liaison. New and/or updated written "lot rules" shall be provided in the same manner as the quotation sheet.

4. Suspected Criminal Activity

Tow operators and their employees acting in the course of their duties as defined by this document, shall immediately inform the police department whenever they observe or learn about any activity of a suspected criminal nature, the presence of contraband, or any other circumstance which reasonably appears to require police action.

5. Response Time

The designated Impound Facility shall respond within thirty (30) minutes of an official request irrespective of the nature of the activity. Heavy duty towing units, as defined in Section III., 2. of this agreement shall respond within sixty (60) minutes of an official request.

- a. If for any reason the requested tow unit of the Impound Facility is unable to respond within the designated time limit to any official request for activity, the Impound Facility shall so inform the police department and shall state the reasons for inability to respond to the request and the estimated time when a response can be made. When necessary, the police department may then request another designated Impound Facility be requested to respond. Any failure to respond to an official request by the police department is subject to review by the Chief or his designee. If the Chief or his designee determines there was no legitimate reason or their ability to respond is frequently a problem for not responding, the Impound Facility may be removed as the authorized tow firm.

- b. The Communications Section will advise the department liaison of those situations in which the Impound Facility was unable to respond within the designated response time.
- c. Officers on scene should not call for a tow until the vehicles are ready to be towed, so as to prevent unnecessary waiting time for the tow operators

6. **Multiple Tows**

During periods of inclement weather, the tow operator must be able to perform multiple tows per hour in order to facilitate either city, county or state snow removing efforts as specifically requested by the police department.

7. **Business Hours**

Impound Facilities shall be open from 8:00 a.m. to 5:00 p.m., Monday through Friday and at least part of Saturday to release vehicles to persons authorized to receive them. If a vehicle release is requested during other than normal business hours, the Impound Facility may charge a reasonable service fee as set forth on the Exhibit B for the release in addition to normal storage and towing charges.

An after hours release shall be at the discretion of the Impound Facility unless the release is specifically requested by a representative of the police department.

When an after hours release is requested by the police department, the appropriate Impound Facility will be notified of such release as soon as is practical by the releasing police department employee. When the Impound Facility agrees to the request, the person receiving the impounded vehicle shall be instructed to contact the Impound Facility to make proper release arrangements prior to responding to the Impound Facility storage lot.

Impound Facilities are entitled to take holidays in accordance with the City's holiday schedule. However, the Impound Facility is responsible for providing twenty-four (24) hour, seven days a week towing service for the City in emergencies and in other cases as deemed necessary by the police department.

8. **Collection of Fees**

Impound Facilities shall collect fees for the towing and storage of vehicles requested to be impounded by the police department. The fees collected shall be in the amounts set forth on the attached Exhibit B.

No fees shall be accepted by any Impound Facility on any vehicle impounded by the police department unless the proper authorization for release has been obtained for the vehicle.

9.

Rates and Charges

- a. All city owned vehicles under 10,000 lbs GVW will be towed within the City of Northglenn city limits or within a 10 mile radius of Northglenn at no fee.
- b. Any vehicle ordered held, pending investigation by the police department, shall not accrue storage charges for the first seven (7) day period for which the vehicle is being held at the storage lot of the Impound Facility. Towing and/or storage charges on vehicles held pending investigation shall be paid by the vehicle owner or other person authorized to receive the vehicle unless, because of extenuating circumstances, the Chief or his designee determines that these charges should be paid by the City.
- c. No vehicle may be held longer than fifteen (15) days on a police hold without written authorization from the Chief of Police or his designee.
- d. The tow operator shall notify the police department in writing of every vehicle held on a police hold on a weekly basis. This includes vehicles on a hold after fifteen days with authorization from the Chief of Police. The weekly inventory provided by the tow operator will fulfill this requirement as written notification.
- e. There may be cases which the police department requests the vehicle be towed to the City impound area.
- f. Prior to the towing of this/these vehicle(s) to the City impound area, the Impound Facility may require final approval by the department's on duty watch supervisor.
- g. When the on duty watch supervisor cannot be contacted, the Impound Facility may obtain final approval from any other supervisor or commander or Chief of Police.
- h. The police department shall be responsible to pay the towing fee(s) from the Impound Facility storage lot to the City impound area at the \$25.00 per tow rate.
- i. When a vehicle is released from a hold by the police department, storage charges will not accrue until 5:00 p.m. that day.

10. **Abandoned Vehicles**

- a. Abandoned motor vehicles shall be disposed of in accordance with the City of Northglenn Municipal Code. The Chief of Police of the City of Northglenn, as authorized under the Northglenn Municipal Code, hereby delegates the duties and responsibilities concerning the appraisal and sale of abandoned vehicles to a designee. The person so designated shall be considered one of the department's tow liaison's with the Official Police Impound Facility regarding the processing of all paperwork concerning abandoned vehicles. When the Impound Facility has questions concerning the processing of said paperwork they should contact this department liaison. The proceeds from the sale of any abandoned vehicle shall be dispersed as set forth in these rules and regulations.
- b. The following procedures shall apply to the processing of abandoned vehicles towed at the request of the police department providing that such vehicles have no police holds on them:
- c. The Impound Facility fills out the DR2008 form completing Sections 2 and 3. The DR2008 will be delivered/mailed to the liaison. The liaison will then complete Section 4 and forward to DMV.
- d. DMV will then return the completed DR2008 to the liaison within ten (10) working days.
- e. Within five (5) days of receipt of DR2008 from DMV, the liaison will mail a copy of the DR2008 to BOTH the registered owner and all lienholders by certified mail.
 1. If the vehicle is released to the registered owner or his authorized agent:
 - a. The tow operator will notify the liaison by written notification that the vehicle has been released. The police department shall be responsible for providing the Impound Facilities with the written notification form. The Impound Facility shall be responsible to forward the form to the department liaison one (1) business day after release.
 - b. The tow operator will require the following documentation prior to release of any vehicle:
 - i. Current and valid registration or title.
 - ii. Current and valid driver's license or other picture I.D.
 1. In those cases where the driver's license of the registered owner or

designee has been confiscated by the police department, the respondent copy of the Colorado Department of Revenue Affidavit and Notice of Revocation form DR2576 shall be considered as acceptable identification.

- c. If the registered owner is unable to come in person, the owner may authorize another person to take possession of the vehicle with a notarized letter which includes:

Owner's full name

Full name of authorized person/agent.

Year of vehicle, make, VIN, and license plate number.

Acknowledgment, signature, and seal of Notary Public.

2. The vehicle cannot be released if there is a police hold on the vehicle.

11. Confiscated Vehicle

Any motor vehicles taken into custody as a result of an arrest or seizure made incident to any drug, liquor, or firearms violations, or any vehicle declared by a court of competent jurisdiction to be a Class I Public Nuisance is subject to confiscation and may thereby become the property of the confiscating jurisdiction. When any such vehicle becomes the property of the City of Northglenn, the City shall be obligated to pay for storage fees not to exceed \$500.00.

12. Vehicles Held for Evidence

Any vehicle which is to be held for evidentiary purposes by the police department shall be towed by the responding Impound Facility at the direction of any sworn Northglenn police officer regardless of rank or position. The tow operator shall be advised the vehicle is being held for evidence, the location the vehicle is to be taken to, and any other special instructions. The tow operator shall not have any physical contact with the vehicle until he is specifically authorized to do so. When the vehicle becomes available for release, the sworn police employee assigned the case shall notify the registered owner or designee the vehicle is available for release and the release procedures, as outlined in Section II., 9. **Rates and Charges** and Section II., 13. **Vehicle Release Procedures** as set forth in this document. The sworn police employee assigned the case or their immediate supervisor shall sign the impound sheet in the appropriate area and return to Records. The authorizing police officer

will notify the Impound Facility of the release. The sworn police employee will also notify the liaison as soon as practical.

The registered owner or designee shall make arrangements to pick up the vehicle within seventy-two (72) hours of being notified the vehicle is ready to be released. The tow operator may then proceed under Section II., 10. **Abandoned Vehicles if not picked up.**

Towing charges on vehicles located at a location other than the Impound Facility shall be paid for prior to release. The registered owner or designee shall be required to provide proof of payment to the police department prior to taking control of the vehicle.

a. **Recovered Stolen Vehicles**

1. Impound facilities shall be responsible to notify the registered owner of any stolen vehicle impounded.
2. Notification shall be made within six calendar days of the tow.
3. The police department shall also notify the registered owner of the recovery of their recovered stolen vehicle for vehicles reported stolen in Northglenn jurisdiction. This notification shall be the responsibility of the impounding officer. Records section personnel shall make notification of recovered vehicles to the Law enforcement agency that reported the vehicle stolen if the vehicle was not stolen in Northglenn.
4. The purpose of this double notification is to provide quality customer service to victims of auto theft, and avoid unnecessary storage fees.

13. **Vehicle Release Procedures**

Impound Facilities shall be responsible for the release of vehicles towed to their storage lot at the request of the police department. It shall be the police department's responsibility to notify the registered owner or responsible law enforcement agency when a vehicle being held as evidence is available for release. In the event the vehicle is unclaimed after 72 hours from the date of notification, the tow operator may begin abandoned vehicle proceedings.

Tow operators shall be required to obtain the following documentation prior to the release of a vehicle:

- a. Current and valid registration or title for said vehicle.
- b. Current and valid driver's license or other picture identification.

- c. Current and valid proof of insurance for said vehicle.

In those cases where the driver's license of the registered owner or designee has been confiscated by the police department, the respondent copy of the Colorado Department of Revenue Affidavit and Notice of Revocation form DR 2576 shall be considered as acceptable identification.

- d. If the registered owner is unable to come in person, the owner may authorize another person to take possession of the vehicle with a notarized letter which includes:
 - 1. Owner's full name
 - 2. Full name of authorized person/agent
 - 3. Year of vehicle, make VIN, and license plate number
 - 4. Acknowledgment, signature, and seal of Notary Public
- e. Tow operators shall maintain a file in which this documentation is kept.
 - a. The vehicle must be removed from the impound facility by a valid, licensed driver.
 - b. In the event the vehicle is released, the tow operators shall:
 - c. Notify the department in writing. The weekly inventory shall be considered written notification.

14. **Victim Clause**

All theft recovery vehicles will be released to the registered owner of the vehicle at a flat rate of \$75.00.(no mileage, storage or admin fee charged for 5 days, thereafter storage and other administrative fees will apply)

15. **Storage Clause**

Those vehicles, which were impounded after 5:00 pm and registered owner was unable to pick his/her vehicles up the same day, that vehicle would not accumulate storage until the next day.

16. **Reclaimed Vehicles When Owner/Authorized Agent Refuses to Pay Towing and Storage Charges**

Impound Facilities shall not be required to release any vehicle when towing and storage charges have not been paid. In accordance with the City of Northglenn Municipal Code, the vehicle may be declared as "abandoned". Upon being declared "abandoned" the procedures set forth in Section II., 10. **Abandoned Vehicles** shall apply.

17. **Tow Authorization**

Before the Impound Facility leaves the scene of a tow within the City of Northglenn, they shall secure: 1) the consent of the registered owner, legal owner,

person in control, driver, or authorized agent; 2) other person having legal right to possession of the vehicle; or 3) from a Northglenn Police officer; or 4) from the owner or lessee of such private property or his legally authorized agent for the towing of a parked vehicle parked in violation of the City of Northglenn Municipal Code.

18. Requirement to Furnish Statement

Before completing a private tow, the operator of the towing vehicle of the Impound Facility shall furnish to the person authorizing the tow, a bill stating the name, address, and telephone number of the Impound Facility. The tow bill shall state the towing service to be performed, the rates and charges required, and a copy of the tow bill and authorization shall be furnished to the person authorizing the tow. Such copy shall also be signed by the towing vehicle operator performing the authorized service.

19. Repair Authorization

- a. No Impound Facility employee shall make any repair of a vehicle without written authorization of such repair by the person to be charged and compliance with applicable State Law on motor vehicle repair charges.
- b. Impound Facilities shall make no charge for towing services other than as specifically stated in the tow bill and towing authorization form furnished to the person authorizing the tow prior to completion of the tow. It shall be the responsibility of the towing service to provide to the person authorizing the tow a statement of any such additional charges together with a clear, concise statement of the circumstances which gave rise to the need for the additional service and reasons why these circumstances could not have been reasonably anticipated or discovered before the commencement of the tow. The burden of establishing the validity of such additional charges shall be upon the towing services. No alteration which results in additional charges shall be allowed except as provided in this section.
- c. Impound Facilities may make emergency alterations necessary to remove a vehicle from the scene by towing, but shall not make any charge for any such alteration unless such charge is listed upon the tow bill and furnished to the person authorizing the tow prior to the completion of the tow.

20. Inventory List

- a. Impound Facilities shall provide an inventory list of vehicles towed for the police department to the department liaison weekly. Thursday shall be considered the end of the week. This inventory shall include a listing of released vehicles, vehicles that have not been titled to the tow company

and police hold vehicles.

III. LAND AND EQUIPMENT REQUIREMENTS

1. Storage Lot

Impound Facilities shall provide a storage lot within a 15 mile radius of the City of Northglenn. The storage lot shall be graded, provided with sufficient drainage to prevent accumulation of standing water, enclosed with a security fence at least six feet (6') high, and should be lighted during hours of darkness. Impound Facilities shall also provide an enclosed garage with locking doors capable of holding at least two full-sized vehicles and work space to process vehicles to be separately and safely secured upon request of the police department. The garage shall be lighted and shall have a floor of concrete or similar material. Impound Facilities and storage lots will comply with all zoning ordinances and regulations of the jurisdiction where located. Vehicles shall be processed by the police department as soon as is practicable. Impound facilities shall be inspected and approved by the Chief or his designee prior to authorization of a towing contract.

2. Towing Units Required

Impound Facility operators shall have at least three towing vehicles including immediate access to one heavy duty towing unit.

A heavy duty towing unit will be used: 1) whenever a vehicle to be towed has three to more axles or has a gross weight in excess of 10,000 pounds, and 2) whenever an officer of the police department determines after investigation that a heavy duty tow unit is necessary.

Tow units will be equipped with all applicable tools and equipment as necessary to perform the function of a professional tow company.

3. Communication Equipment

Each towing unit of the Impound Facility shall be equipped with a device capable of communicating with the office of the Impound Facility either by radio or telephone. A dispatcher capable of communicating with each unit shall be available by telephone at all times.

4. Official Insignia

Each operator of a towing vehicle must conspicuously display on his/her clothing a name tag or patch with his/her first name. Each operator must furnish his/her full and correct name to any police officer of the police department, when so requested. Each operator must furnish his/her first name

to any citizen/customer when so requested.

IV. **EQUAL OPPORTUNITY EMPLOYER**

Official Police Impound Facilities will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, nor will Impound Facilities illegally discriminate against such persons because of age. Impound Facilities will take affirmative action to ensure such applicants are employed. It shall ensure that during employment all employees are treated without regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Impound Facilities agree to post in conspicuous places available to employees and applicants for employment, notices to be provided by an agency of the Federal Government setting forth the provisions of the Equal Opportunity laws.

V. **EMPLOYMENT**

No person shall be employed in any capacity or function of an Official Police Impound Facility until an initial background investigation has been completed and his character and fitness to participate in towing operations of the Impound Facility have been established to the satisfaction of the Chief of Police of the Northglenn Police Department or his designated representative. This may require investigation by the police department. The owners and managers of the Impound Facility shall be responsible for the quality, character and actions of their employees.

VI. **RESPONSIBILITY OF OFFICIAL POLICE IMPOUND FACILITIES TO READ, UNDERSTAND, AND COMPLY WITH REGULATIONS**

A copy of these regulations and all amendments thereto shall be furnished to the Impound Facility. The owners and managers of the Impound Facility shall familiarize themselves with these regulations and it shall be their duty to require their agents, servants, operators, and employees to comply strictly and fully with the terms of these regulations.

VII. **INDEMNITY AND HOLD HARMLESS CLAUSE**

All Police Impound Facilities agree and covenant to indemnify, save and hold harmless the City of Northglenn, its police department, agents, employees, and contractors from and against all claims, damages, causes of action and suits which may arise by reason of the acts, omissions, or failures to act, of said Impound Facility, its agents, employees or contractors.

EXHIBIT B
FEE SCHEDULE FOR TOWING AND STORING SERVICES

1. Regular Tow – 8:00 am to 5:00 pm – Monday through Friday:
Minimum mileage -0- Free Miles
Cost per mile over minimum: 75.00 Hook Up 3.00 per mile
2. Regular Tow – 5:00 pm to 8:00 am – Monday through Friday:
Minimum mileage: -0- Free Miles
Cost per mile over minimum: 75.00 Hook up 3.00 per mile
3. Regular Tow – 8:00 am to 5:00 pm – Saturday, Sunday, Holidays
Minimum mileage: -0- Free Miles
Cost per mile over minimum: 75.00 Hook up 3.00 per mile
4. Regular Tow – 5:00 pm to 8:00 am – Saturday, Sunday, Holidays
Minimum mileage: -0- Free Miles
Cost per mile over minimum: 75.00 Hook up 3.00 per mile
5. Fees in addition to applicable regular tow fee above:
 - a. Winch fee: 25.00 per ¼ hour
 - b. Dolly: 35.00
 - c. Roll Back 35.00
 - d. Waiting Time: 15.00 per ¼ hour.
 - e. Cleanup over 15 minutes 25.00 per ¼ hour
 - f. Extra man per hour: 25.00 per ¼ hour
 - g. Roll over: 45.00
6. Service Call:
 - a. Winch fee: 95.00
 - i. Other: Tire changes, lockouts, jumpstarts – 75.00
7. Heavy duty tow – rate per hour – 8:00 am to 5:00 pm Monday – Friday 200.00
8. List all additional heavy duty tow fees during this time period: 5.00 per mile
9. Heavy duty tow – rate per hour – 5:00 pm to 8:00 am Monday – Friday 200.00
List all additional heavy duty tow fees during this time period: 5.00 per mile
10. Heavy duty tow – rate per hour – 8:00 am to 5:00 pm Saturday, Sunday Holidays 200.00
List all additional heavy duty tow fees during this time period: 5.00 per mile
11. Heavy duty tow – rate per hour – 5:00 pm to 8:00 am Saturday, Sunday and Holidays 200.00
List all additional heavy duty tow fees during this time period: 5.00 per mile
12. Fees in addition to applicable heavy tow fee listed above:
 - a. Winch fee: 200.00 per hour.
 - b. Dolly: NA
 - c. Roll Back 200.00 per hour
 - d. Waiting Time: 65.00 per ½ hour.
 - e. Cleanup over 15 minutes: 125.00 per hour
 - f. Extra man per hour: 125.00 per hour
 - g. Roll over: 200.00 per hour
13. Impound Fee: \$ 35.00
After hours release fee: 75.00
14. Outdoor storage per day 20.00 per day 10,000 lb and under 40.00 per day over 10,000 lb
15. Indoor storage per day 30.00 per day 10,000 lb and under 60.00 per day 10,000 lb and over

16. Acceptable methods of payment

Cash Only

17. City owned towed vehicle fees

- a. Motorcycle Free
- b. Passenger vehicle Free
- c. Light truck Free
- d. Medium truck 100.00 hook up 50.00 drive shaft, 3.00 per mile
- e. Heavy Truck, Front Loader, Rubbish Truck etc. 150.00 hook up, 50.00 drive shaft, 4.00 per mile

18. Vehicles towed for criminal investigation

- a. Vehicle towed to city lot for criminal investigation 85.00 flat
- b. Vehicle towed to contractor lot for criminal investigation 75.00 Hook up 3.00 per mile City owned and Police hold vehicles
- c. Inside City Limits - Motorcycle, passenger vehicle, light truck City owned vehicles free, hold vehicles 3.00 per mile
Outside City Limits 10 mile radius- Motorcycle, Passenger vehicle, light truck 3.00 per mile
- d. Vehicles towed for criminal investigation
Outside city limits or more than 10 mile radius 3.00 per mile
- e. Medium and Heavy duty trucks outside
City limits or more than 10 mile radius 5.00 per mile

19. City Storage Fees

- a. Outside Storage (First 30 days no charge) 20.00 per day 10,000 or less, 40.00 per day over 10,000 lb
- b. Inside Storage (First 14 days no charge) 30.00 per day, 10,000 lb or less, 60.00 per day over 10,000 lb

PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM: Mirage Recovery Service
(Prospective Contractor)

TO: City of Northglenn
PO Box 330061
11701 Community Center Drive
Northglenn, CO 80233

Project Name _____

Bid Number _____ Project No. _____

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this 11 day of August, 2008.

Prospective Contractor Mirage Recovery Service

By: Jay Dunt

Title: owner

Finance Dept Use Only	
Initials	_____
Date	_____

NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____ . I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, Joey Drawbaugh, am an owner/member/shareholder of Mirage Recovery Service a SCORP [specify type of entity-i.e, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I, _____, am a United States citizen or legal permanent resident.

The City must verify this statement by reviewing one of the following items:

- o A valid Colorado Driver's license or a Colorado identification card*
- o A United States military card or a military dependent's identification card*
- o A United States Coast Guard Merchant Mariner card*
- o A Native American tribal document or*
- o In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card*
- o Any other documents or combination of documents listed in the City's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal systematic alien verification of entitlement program, the "SAVE" program, and provide such verification to the City.

Joey Drawbaugh
Signature

8-11-08
Date

Finance Dept Use Only	
Initials	_____
Date	_____

DEPARTMENT PROGRAM AFFIDAVIT

**(To be completed if Contractor participates in the
Department of Labor Lawful Presence Verification Program)**

I, Joe Drawbaugh, as a public contractor under contract with the City of Northglenn (the "City"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

Joe Drawbaugh
Contractor Signature

8-11-08
Date

STATE OF COLORADO)
) ss.
COUNTY OF Adams)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 11 day of August, 2008, by Joseph Drawbaugh as President of Mirage Recovery Service.

My commission expires:

(S E A L)

Pamela R. Gonzales
Notary Public

**PAMELA R. GONZALES
NOTARY PUBLIC
STATE OF COLORADO**
My Commission Expires Mar. 27, 2011