

CITY OF TUPELO, MISSISSIPPI
TOWING SERVICE ROTATION POLICY AND AGREEMENT
ADOPTED FEBRUARY 3, 2026

This Towing Service Rotation Agreement, ("the Agreement"), is entered into this the day of _____, by and between the City of Tupelo, MS, a municipal corporation, ("the City"), and the _____ ("the Company")

WITNESSETH:

WHEREAS, the City of Tupelo, MS, desires to provide safe, dependable and cost-efficient towing services for city-initiated towing; and

WHEREAS, certain vehicles of the citizens of the City must be towed at the request and direction of the City; and

WHEREAS, towing service companies desire to be placed on a rotation list for city-initiated or requested tows;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the City of Tupelo, MS, and the Company hereby agree as follows:

SECTION I - TERM

The term of this agreement shall be for a period of two (2) years, commencing on _____ and ending on _____, unless terminated sooner by either party as set forth in Section VIII below. The Agreement will automatically renew each year on the anniversary date of the Agreement unless either party notifies the other no sooner than 30-days before the renewal of their desire to not renew the Agreement.

SECTION II - REQUIREMENTS

1. Legal Compliance:

- a. The Company must comply with all applicable laws, regulations, policies and procedures of the United States, the State of Mississippi, and the City of Tupelo, MS, which may affect the performance of service under this agreement.
- b. The Company shall produce all permits as required by the Mississippi Public Service Commission and the Mississippi Department of Transportation (M.D.O.T.). The permit numbers must be displayed on the tow vehicles per M.D.O.T. regulations.
- c. The Company shall procure and maintain a privilege license and adhere to all other applicable requirements in the City of Tupelo MS Code of Ordinances and any amendments to the said ordinances.
- d. The Company must provide services to the entire City of Tupelo, MS.

2. Facility:

- a. The Company must have an administrative office and storage facility at the same location and located within the city limits of the City of Tupelo, MS.

The Company shall not share administrative offices or storage facilities with another towing company.

- b. The office of the Company must be available for business a minimum of 5 days per week and staffed by a company employee during normal business hours (8:00 a.m. to 5:00 p.m.) or other appropriate daytime business hours Monday through Friday to allow for the retrieval of vehicles by their owner/operator or representative. Non-wrecked vehicles will have a 48-hour grace period before storage fees apply.
 - c. The office and storage facility must have proper sign identification in compliance with the Sign Ordinance for the City of Tupelo. The signage shall include the company's name, phone number and hours of operation posted in a manner visible to the public.
 - d. The storage facility must be capable of storing a minimum of fifteen (15) vehicles at any one time. At a minimum, the storage facility shall be surrounded by a six (6) foot chain link fence and capable of being secured by a locked gate or a building capable of being locked to prevent casual access.
 - e. The Company shall post a current City of Tupelo rotation price list in a manner clearly visible to all customers.
 - f. **Owner/ Operator:** No owner or operator shall be on the wrecker rotation list who has been convicted of a felony involving grand larceny, theft of property, or other similar theft offense, a sex offense, a drug offense, or convicted of a misdemeanor or felony involving either the use of force or violence, or criminal convictions of similar nature and seriousness which relates to the responsibilities of a towing service.
 - g. **Driver's License:** All drivers must have a valid and appropriate driver's license and commercial license and Department of Transportation card as needed.
3. **Insurance:** The Company agrees to maintain insurance coverage during the term of this agreement with reputable insurance companies licensed to do business in the State of Mississippi. Such policies shall name the City as an additional insured and shall not be subject to material change or cancellations except after a thirty (30) days' prior written notice from the insurer to the City is provided advising of any change. At all times during the term of this agreement, the Company shall cause copies of the declaration of policy to be deposited with the City.
- a. The required coverage is as follows:
 - i. Comprehensive General Liability Insurance (including general automobile liability) with limits of not less than One Million Dollars (\$1,000,000);
 - ii. \$100,000 on-hook coverage per vehicle;
 - iii. Garage Keepers liability insurance of \$100,000 per location.

4. **Dispatch Calls** - dispatch shall be available twenty-four (24) hours per day, seven (7) days per week. Calls shall not be transferred to a towing service outside of the approved rotation list.
5. **Response Time:** Response time shall be not more than thirty (30) minutes after the towing service receives the call from dispatch. The wrecker service will be given the necessary information needed to make a timely response; to include names of streets, the nature of the call and directions requested. The towing service shall determine the equipment that will be necessary to complete the tow.
6. **Inspections:** Each Company on the City Towing Services Rotation List shall be inspected by the City at least once a year. However, if complaints are received, the City may inspect more frequently to ensure compliance with the stated requirements.
 - a. Each Company (office, storage lot and equipment) must be inspected prior to being placed on the towing rotation list. After the execution of this agreement, each Company shall have sixty (60) days to meet all requirements. A Company shall not be placed on the active towing rotation list until it has met all the requirements mentioned herein.
 - b. Any Company failing an inspection shall be suspended from the towing rotation list until it has met all the requirements mentioned herein and shall further be subject to any other applicable penalty or remedy set forth herein.
7. **Temporary Removal:** A Company shall not request temporary removal from the rotation list except under extenuating circumstances, and it shall be solely within the discretion of the Tupelo Police Department to grant or deny such temporary removal.

SECTION III - APPLICATION AND SELECTION REQUIREMENTS

1. **Applications:** Each Company shall complete an application to be considered for a position on the Towing Service Rotation List. The application shall designate the following:
 - a. Name, home address, and business address of applicant;
 - b. Company's legal name;
 - c. City of Tupelo MS Privilege License Number;
 - d. A description of the company's office and the outside dimensions of the space that the applicant has available for storage.
 - e. The number and types of wreckers, including a description and copy of title of each vehicle to be operated by the applicant. The City must be notified in writing of any changes in equipment.
 - f. Any additional information as the City shall find reasonably necessary.
 - g. Proof of insurance coverage described in Section II above.

- h. The names and license numbers of all wrecker drivers employed by the Company. Each driver shall undergo a background check which shall be updated yearly.

2. Selection:

- a. The Chief of Police shall designate a selection committee to review all applications for a position on the Towing Service Rotation List.
 - i. The committee shall interview all eligible applications and review all requirements and perform all inspections.
 - ii. The committee shall make a recommendation to the Chief of Police of those companies to be selected to be on the Towing Service Rotation List.
 - iii. The Chief of Police shall enter into agreements with those towing companies deemed suitable under the terms of this Agreement. No more than twelve (12) companies shall be included on the rotation list at any given time.

SECTION IV - EQUIPMENT REQUIREMENTS

- 1. **Equipment:** All vehicles on rotation for towing service must be primarily domiciled at the address listed on the Rotation List Application. Towing Service companies must have adequate and functional equipment to haul all makes and models of cars, vans, light trucks, mopeds, motorcycles, and medium duty trucks up to fifteen thousand (15,000) pounds.
- 2. The vehicles, buildings, equipment, clothing or correspondence of the Company shall in no manner indicate or imply any official relationship between the towing company and any law enforcement agency.
- 3. **Towing Requirements:** Each company shall have a minimum of two (2) towing vehicles; with at least one (1) flatbed and one (1) conventional (recovery) type towing vehicles. There shall be at least one (1), one-ton truck with a minimum of a 21-foot bed, with specifications and equipment as follows:
 - a. The factory recommended one-ton capacity dual wheels. Dummy dual wheels are prohibited.
 - b. A single line capacity power winch, winch line and boom with a minimum of one hundred (100) feet of three-eighth (3/8) inch cable. The Company shall provide documentation of a factory rated or tested lifting capacity of not less than eight thousand (8,000) pounds from the factory or a qualified testing facility.
 - c. A rubber cradle and/or wheel lift attached to the tow vehicle is required to prevent any vehicle being hauled or towed from being further damaged by coasting, rocking, swinging, or slanting into the tow vehicle or any part thereof. A minimum of two (2) ten (10) foot safety tiedown chains.
 - d. The Company shall adhere to all Mississippi Department of Transportation requirements for required equipment on the towing vehicle, including a

fire extinguisher and oil dry.

- e. A flashing yellow or amber light shall be affixed above the top of the cabin of the towing vehicle; however, sirens are prohibited. Clearance and marker lights and all other equipment as required by law are required.
- f. The name and telephone number of the tow service is to be permanently affixed and displayed in letters clearly visible from both sides of the vehicle. The letters for the name shall be at least four (4) inches in height and letters and numbers for the telephone shall be at least two (2) inches in height.
- g. At the direction of the Tupelo Police Department, the wrecker driver shall clear the roadway of all debris left as a result of any damage to a motor vehicle.

SECTION V - ROTATION TOW LIST

1. The Rotation Wrecker List shall be maintained by the Tupelo Police Department.
2. A rotation wrecker **may be dispatched** for the following:
 - a. Abandoned vehicles;
 - b. When the driver of a vehicle is arrested;
 - c. Vehicle Accidents;
 - d. Recovered stolen vehicles;
 - e. Parked vehicles in violation of traffic or parking laws;
 - f. Other vehicle tows of a similar nature.
3. A rotation list wrecker **will not be dispatched** for the following:
 - a. **Owner/Operator Initiated Request** - on occasion, when the officer arrives at the scene, the owner/operator may have already contacted a wrecker company for assistance. **This owner/operator-initiated request does NOT have to follow the city contract for prices for services.**
 - i. The officer shall allow sufficient time (at least twenty-five (25) minutes) for the previously contacted wrecker service to arrive at the scene. If they do not arrive in the allowed time, the officer can initiate a City rotation wrecker request through dispatch. The dispatched Company will be required to follow the City contract for prices for service.
 - b. **Non-preference heavy duty trucks** more than fifteen thousand (15,000) pounds. These calls will be made by the owner/operator of the vehicle. **This owner/operator-initiated request does NOT have to follow the city contract for prices for services.**
4. Procedure:
 - a. The officer at the scene shall request dispatch to contact the next Company on

the towing rotation list to be dispatched. The officer shall not recommend or suggest any individual towing company or repair facility.

- b. The officer shall complete a vehicle inventory on all City dispatched tows, when the driver or other responsible party of the vehicle being towed is not on the scene or is physically or mentally unable to accept responsibility for the vehicle. The officer should include information in his report regarding the vehicle being towed, its contents and condition, the towing service responding, the reason for the tow, the location the vehicle towed to and from and/or other similar information.
 - c. On each tow, the Company shall complete a wrecker sheet which outlines the basic fees charged by the Company for that call. This report may be on paper or electronic format.
 - d. The tow service driver shall be responsible for cleaning the scene of the tow to the satisfaction of the officer on the scene.
 - e. No personal property in a vehicle shall be withheld from the owner of any towed vehicle for any reason except for property lawfully seized by any law enforcement agency.
5. A selected Company shall not have more than one (1) rotation slot. An already loaded wrecker shall not respond to a rotation call.

6. Cancellation of a tow:

- a. Unless the towing company does not respond within the 30-minute period or other special circumstances as noted by the officer the dispatched rotation will be allowed to complete the tow once dispatched.

1. Complaints /Violations/ Appeals:

- a. **Complaints:** All complaints must be duly investigated by the Tupelo Police Department. As part of this investigation, the complaint must be made by an individual willing to identify himself/herself to the investigating officer. The Company against whom such complaint is brought will be provided with a reasonable opportunity to respond to the complaint.
 - i. Violations will be classified as Major or Minor Violations (as outlined in this section).
 - ii. A complaint for a Major violation **shall** result in the immediate suspension of the Company from the wrecker rotation list during the investigation into the complaint.
 - iii. After concluding its investigation, the police department shall decide if the complaint constitutes a violation. The Company will be notified of the determination and any suspension/sanction, if applicable. The suspension/sanction of the Company shall be effective immediately upon notification to the Company by the police department.

- b. **Major Violations:** The following lists provide examples of violations but

is not an exhaustive list:

- i. Violating or failing to meet the requirements in Sections II, III or IV of this agreement.
- ii. **Charge/Billing Violations:** Seeking payment that exceeds allowable amounts under the towing price list or for those matters that are not listed, that unreasonably exceed the generally acceptable amounts charged by other companies on the rotation list.
- iii. Failing to take a call and/or failing to meet the appropriate response time of thirty 30 minutes for a combined total of six (6) occasions within a six (6) month period. Failure to "take a call" includes the inability to accept a call because of a lack of adequate equipment or a "no answer" to a telephone call.
- iv. Failure to cooperate with or unprofessional behavior toward an officer at the scene of a tow or at the wrecker facility.
- v. Being found guilty of two (2) Minor Violations resulting in sanctions in any one (1) year period.
- vi. Other similar violations, which are deemed Major in nature.

c. **Minor Violations:** The following list provides examples of violations but is not an exhaustive list:

- i. Failure to clean up and remove debris resulting from the accident or tow.
- ii. Unprofessional conduct or practices in dealing with the public at the scene of a tow or at the wrecker facility.
- iii. Failure to maintain proper records as outlined in this agreement.
- iv. Failing to take a call and/or failing to meet the appropriate response time of thirty (30) minutes for a combined total of three (3) occasions within a six (6) month period. Failure to "take a call" includes the inability to accept a call because of a lack of adequate equipment or a "no answer" to a telephone call.
- v. Other similar violations, which are deemed Minor in nature.

d. **Penalties:**

- i. Major Violation Penalties:
 1. The first violation within an eighteen (18) month period will cause the Company to be suspended from the rotation list for thirty (30) days.
 2. The second violation within an eighteen (18) month period will

cause the Company to be suspended from the rotation list for ninety days (90) days.

3. The third violation within an eighteen (18) month period will cause the Company to be suspended from the rotation list for twelve (12) months.
4. If a Major Violation is deemed by the Chief of Police and the to be so severe in nature, the City reserves the right to suspend the Company and terminate this agreement, as outlined in this agreement.

ii. Minor Violation Penalties:

1. The first violation within an eighteen (18) month period will result in a written reprimand and/or cause the Company to be suspended from the rotation list for a period of five (5) days.
2. The second violation within an eighteen (18) month period will result in a written reprimand and cause the Company to be suspended from the rotation list for a period of thirty (30) days.
3. The third violation within an eighteen (18) month period will result in a written reprimand and cause the Company to be suspended from the rotation list for a period of sixty (60) days.

- e. Appeals. An appeal of any decision finding a violation of the terms of this agreement may be made to the Tupelo City Council. Notice of the desire to appeal must be made to the Chief of Police within 14-days of receiving written notice of the violation, Failure to timely file this notice shall cause the decision to be final.

SECTION VI- TOWED VEHICLES

1. Any wrecker service that removes a motor vehicle at the request of the City and stores such vehicle shall seek the identity and address of the last known registered owner of such vehicle from the Tupelo Police Department.
2. If the stored vehicle is towed at the request of the City, the towing Company shall within ten (10) calendar days notify the owner by certified or registered mail of the location of such motor vehicle. In addition, a copy of the notice will be mailed or delivered to the Tupelo Police Department.
3. Each towing Company from the time it moves or otherwise contacts any vehicle to be towed, assumes liability for injury to persons, damage to property, fire or theft resulting from the operator's negligent acts. It is the Company's responsibility to verify the contents and condition of the vehicle.

SECTION VII - RATES/ PRICE LIST

1. The fees attached to this Agreement as Appendix "A" apply only to dispatched tows from the Tupelo Police Department, by rotation. The Company shall charge no more than the rates contained in this price list which may be periodically updated. A final price list shall be posted in the customer lobby of the

Company. The Company shall accept cash, credit, and debit as payment for services rendered to include storage fees. The company is allowed to charge miscellaneous fees related to the cost of doing business (i.e. credit card surcharges) or expenses related to the preservation of the vehicle in storage (i.e. covering of broken windows with plastic). All charges and fees shall be conspicuous to both the City and the vehicle owner(s).

2. The Company shall provide an invoice containing all information outlined in the sample wrecker sheet attached to this contract, upon request by the City.
3. The company will have a 48-hour grace period before charging storage on vehicles. Wrecked vehicles being held for insurance companies do not apply for this grace period.
4. The Company shall be responsible for any additional fees and expenses incurred because of the Company towing a vehicle to the wrong wrecker destination, unless said Company was directed to the wrong destination by the officer in charge, and such directions were documented.

VIII-TERMINATION, MODIFICATION, AND OTHER PROVISIONS

1. **Termination.** This agreement may be terminated by the Company upon the giving of thirty (30) days' written notice of such termination to the City. The City may terminate this agreement with or without cause, with thirty (30) days' written notice to the Company, and may also suspend or remove the Company from the Towing Rotation list for any reasons previously stated in this agreement.
2. **Modification or Amendment.** The parties acknowledge and agree that the City of Tupelo has no obligation to establish, maintain, or operate any towing rotation, and the City Council, upon recommendation by the Tupelo Police Department, may determine that it is no longer in the best interests of the City of Tupelo to maintain its current towing policy. In such event, the City may modify, amend, or end such policy, and consequently modify, amend, or end its participation in the subject agreement.
3. **Indemnification.** The Company agrees to indemnify and hold harmless the City, its elected officials, officers, employees, agents, and representatives from and against any and all claims, demands, actions, damages, liabilities, losses, fines, penalties, judgments, expenses, and costs (including reasonable attorney's fees) arising out of or resulting from: (a) the acts, errors, omissions, or negligence of the Company, its employees, agents, subcontractors, or representatives in the performance of towing or roadside services under this Agreement; (b) any damage to property or injury to persons caused in whole or in part by the Company's operations; or (c) the Company's failure to comply with any applicable law, regulation, or requirement. This obligation shall apply whether such claims arise during the term of this Agreement or thereafter and shall survive termination or expiration of this Agreement. The Company's indemnity obligations shall not apply to claims resulting solely from the negligence or willful misconduct of the City.

4. This agreement shall become effective one day after being executed by the duly authorized executive officer for the City of Tupelo, MS, or his/her designee.
5. The Company is an independent contractor and is not, and shall not be deemed to be, an agent, employee, partner, or representative of the City for any purpose. The Company has no authority to bind the City to any obligation, agreement, or liability of any kind, and shall not represent to any third party that it possesses such authority. All work performed by the Company under this Agreement shall be carried out solely by the Company using its own employees, equipment, and methods, and the City shall not exercise control over the means, manner, or method of the Company's operations, except as specifically provided herein which are intended to enhance the health, safety and welfare of the citizens of the City of Tupelo, Mississippi.
6. **Governing Law.** This Agreement shall be governed by the laws of the State of Mississippi.
7. **Severability.** Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable to the extent practicable.
8. **Notice.** Any notice required to be given under this agreement shall be in writing and sent by United States certified mail, return receipt requested to the party to whom the notice shall be given at the address set forth below:

CITY	COMPANY
John Quaka, Chief of Police	_____
400 North Front Street	_____
Tupelo, MS 38804	_____
(662) 841-6491	_____
John.quaka@tupeloms.gov	_____

IN WITNESS WHEREOF, the Parties have entered this Agreement as of the Effective Date first written above.

[COMPANY]

By: _____

Its: _____

CITY OF TUPELO, MISSISSIPPI

By: _____

Its: _____

Appendix A

Model Fee Schedule for Light Rotations

- Custodial tow – person taken into custody by law enforcement, no accident
- \$250.00 Accident tow – rotation due to a motor vehicle accident or other event causing the vehicle to be otherwise immobile (this includes clean up fees)
- \$550.00 flat rate Abandoned vehicle – a vehicle that has been left on a public roadway that has met the notification criteria of marking by law enforcement
- \$250.00 Special circumstances tow – accident involving a higher level of difficulty in order to tow the vehicle (off roadway/ in a body of water/ other circumstances that can be explained)
 - +\$150.00
- Inclement weather tow – occurs during winter weather conditions
 - +\$350.00

Storage fee – a set fee that wreckers can charge for storing a vehicle on their premises of \$50.00 per day. (Fee will be charged only after a vehicle has been on the lot for 12 hours after the wrecker company takes custody. Also, for weekends or holidays a storage fee can only be charged when the wrecker company is available to release the vehicle. This can be satisfied with a 3-hour on-call time.)

This policy is intended to set the maximum charges a wrecker service can charge while operating on the Tupelo Police wrecker rotation list. Companies are free to charge less if desired.