

**Application and Agreement To Be Considered for Placement on One or More
of the Towing Rotation Lists Created and Maintained by Davis County,
Through the Davis County Sheriff’s Office Dispatch Center, for the
State of Utah’s Fiscal Year—July 1, 2025 through June 30, 2026**

APPLICATION

Section A - Deadline

Please Note: You will not be considered for placement on one or more of the towing rotation lists for the State of Utah’s fiscal year, July 1, 2025 through June 30, 2026, unless on or before **July 1, 2025:**

1. You must submit a signed Application and Agreement To Be Considered for Placement on One or More of the Towing Rotation Lists Created and Maintained by Davis County, Through the Davis County Sheriff’s Office Dispatch Center, for the State of Utah’s Fiscal Year—July 1, 2025 through June 30, 2026 (collectively “this Application and Agreement”) to Davis County, through the Davis County Sheriff’s Office (the “Sheriff’s Office”) Dispatch Center (“the Dispatch Center”); and
2. The signed Application and Agreement is complete and fully satisfies each of the items set forth in this Application and Agreement.

Davis County strongly encourages you to submit a signed Application and Agreement on or before June 6, 2025, to allow you a period of time to supplement the signed Application and Agreement, if necessary, to make it complete and in full satisfaction of each of the items set forth in this Application and Agreement. While Davis County may request additional information relating to a signed Application and Agreement that Davis County receives prior to July 1, 2025, Davis County is not obligated to do so; thus, it is your obligation to ensure that your submitted and signed Application and Agreement is complete and fully satisfies each of the items set forth in this Application and Agreement.

Section B - Tow Truck Motor Carrier Information

Full Legal Name of Tow Truck Motor Carrier: _____

Address: _____ City: _____ Zip: _____

Mailing Address: _____ City: _____ Zip: _____

Main Telephone #: _____ After-hours Telephone # (if different): _____

Primary Contact: _____ Telephone #: _____ Email: _____

Secondary Contact: _____ Telephone #: _____ Email: _____

Desired area(s) to service (Select one): _____ Desired service(s) to provide (Select One)

Provide a current certificate of liability insurance that satisfies the insurance provisions of Rule 909-19-5 of the Utah Administrative Code

Provide a copy of the most current tow truck motor carrier certification issued by the Utah Department of Transportation (“UDOT”)

Section C - Tow Truck Operator Information

(At Least Two Authorized and Approved Operators Are Required)

1. Name: _____ Telephone #: _____ DOB: _____ DL# _____

2. Name: _____ Telephone #: _____ DOB: _____ DL# _____

3. Name: _____ Telephone #: _____ DOB: _____ DL# _____

- 4. Name: _____ Telephone #: _____ DOB: _____ DL# _____
- 5. Name: _____ Telephone #: _____ DOB: _____ DL# _____
- 6. Name: _____ Telephone #: _____ DOB: _____ DL# _____
- 7. Name: _____ Telephone #: _____ DOB: _____ DL# _____
- 8. Name: _____ Telephone #: _____ DOB: _____ DL# _____
- 9. Name: _____ Telephone #: _____ DOB: _____ DL# _____
- 10. Name: _____ Telephone #: _____ DOB: _____ DL# _____

[If necessary, provide additional tow truck operator information on a separate attached sheet]

- Provide a copy of the most current tow truck operator certification issued by UDOT for each tow truck operator and a copy of a current Utah Driver's License for each tow truck operator.

Section D - Tow Truck Vehicle Information

- 1. Year: _____ Make: _____ Model: _____ Utah License Plate: _____
VIN Number: _____ Type: _____ Comment: _____
- 2. Year: _____ Make: _____ Model: _____ Utah License Plate: _____
VIN Number: _____ Type: _____ Comment: _____
- 3. Year: _____ Make: _____ Model: _____ Utah License Plate: _____
VIN Number: _____ Type: _____ Comment: _____
- 4. Year: _____ Make: _____ Model: _____ Utah License Plate: _____
VIN Number: _____ Type: _____ Comment: _____
- 5. Year: _____ Make: _____ Model: _____ Utah License Plate: _____
VIN Number: _____ Type: _____ Comment: _____
- 6. Year: _____ Make: _____ Model: _____ Utah License Plate: _____
VIN Number: _____ Type: _____ Comment: _____
- 7. Year: _____ Make: _____ Model: _____ Utah License Plate: _____
VIN Number: _____ Type: _____ Comment: _____
- 8. Year: _____ Make: _____ Model: _____ Utah License Plate: _____
VIN Number: _____ Type: _____ Comment: _____
- 9. Year: _____ Make: _____ Model: _____ Utah License Plate: _____
VIN Number: _____ Type: _____ Comment: _____
- 10. Year: _____ Make: _____ Model: _____ Utah License Plate: _____
VIN Number: _____ Type: _____ Comment: _____

[If necessary, provide additional tow truck vehicle information on a separate attached sheet]

Provide a copy of the most current tow truck vehicle certification issued by UDOT for each tow truck vehicle.

Section E – State Impound Yard

1. Address: _____
Telephone: _____
2. Address: _____
Telephone: _____
3. Address: _____
Telephone: _____

- City: _____ Zip: _____
Business hours: _____
City: _____ Zip: _____
Business hours: _____
City: _____ Zip: _____

TOW TRUCK ROTATION AGREEMENT

This Tow Truck Rotation Agreement (this “Agreement”) is between Davis County, a body corporate and politic and legal subdivision of the state of Utah (“Davis County”), and the tow truck motor carrier (“the Company”) submitting the accompanying application and executing this Agreement.

The parties agree as follows:

- 1. Establishment of Tow Truck Rotation Lists.** Davis County, through the Sheriff’s Office and the Dispatch Center, is seeking to establish the following three tow truck rotation lists, in accordance with applicable federal and state laws, rules, regulations, or otherwise, to be used when a peace officer contacts the Dispatch Center and requests the removal and towing of a vehicle located within the boundaries of Davis County (“the Tow Truck Rotation Lists”):
 - 1.1. A light and medium duty northern tow truck rotation list (“the Northern Tow Truck Rotation List”) that will service the areas within Davis County that are north of the northern boundary of Farmington City to the southern boundary line of Weber County;
 - 1.2. A light and medium duty southern tow truck rotation list (“the Southern Tow Truck Rotation List”) that will service the areas within Davis County that are south of the northern boundary of Farmington City to the northern boundary line of Salt Lake County; and
 - 1.3. A heavy duty tow truck rotation list (“the Heavy Duty Tow Truck Rotation List”) that will service all instances within Davis County that require heavy duty tow truck services and/or equipment under this Agreement.
- 2. Placement of the Company on One or More of the Tow Truck Rotation Lists.** In order for the Company to be placed on one or more of the Tow Truck Rotation Lists, the Company shall comply with all of the following:
 - 2.1. Timely complete and submit the Application to the Dispatch Center;
 - 2.2. Have this Agreement signed by an authorized representative of the Company; and
 - 2.3. Comply with all applicable federal and state laws, rules, regulations, or otherwise, including Title 49 of the Code of Federal Regulations, Titles 41, 53, and 72 of the Utah Code Annotated, and Rules R714-600, R873-22M, and R909-19 of the Utah Administrative Code.

For companies on the tow rotation, a successful tow-completion rate of 75% or higher for the calendar year must be maintained. A successful tow means a rotation request has been made, and the Company has accepted and completed the tow. An unsuccessful tow means the Company has declined the tow, called back to cancel, or not answered the phone.
- 3. Effectiveness, Date, and Termination.** This Agreement will become effective when all parties have signed it. This Agreement will terminate on July 1, 2026 at 12:00 a.m.
- 4. Early Termination.** This Agreement may be terminated by any of the following actions:
 - 4.1. By either party after any material breach of this Agreement;
 - 4.2. By the mutual, written agreement of the Parties;
 - 4.3. By Davis County if the Company engages in or permits any unlawful or disruptive conduct or any activity not permitted by law, rule, regulation, ordinance, or this Agreement; or
 - 4.4. As otherwise set forth in this Agreement or permitted by law.
- 5. Application of This Agreement.** This Agreement does not apply to and is not intended to hinder the activities of any private tow truck business that provides tow truck services to the general public on a consent basis. More specifically, towing rates for public consent tows are the responsibility of the consumer and the tow truck motor carrier as contracted by such parties. This Agreement, however, does apply to requests made from the Dispatch Center to the Company when the Dispatch Center notifies the Company that it is next on one of the Tow Truck Rotation Lists.

6. Tow Truck Rotations.

- 6.1. When a sworn officer contacts the Dispatch Center and requests that a tow truck motor carrier be dispatched, the Dispatch Center will contact the tow truck motor carrier on the particular Tow Truck Rotation List that is next in order on the particular Tow Truck Rotation List.
- 6.2. When the Dispatch Center notifies the Company that it is next on one of the Tow Truck Rotation Lists, this notification, regardless of outcome, will constitute the Company's turn on the particular Tow Truck Rotation List, and the Company will not be notified again until the Company is once again the next tow truck motor carrier on the particular Tow Truck Rotation List, subject to the subsections of this Subsection 6.2 directly below.
 - 6.2.1. If, after the Dispatch Center notifies the Company that it is next on one of the Tow Truck Rotation Lists, it is determined by a peace officer that the Company is no longer needed to provide services under this Agreement and is canceled, up to and including arrival on scene and standby time which does not result in a tow, the Company will remain next on the particular Tow Truck Rotation List to provide services under this Agreement for the next instance requiring the services of a tow truck motor carrier under that particular Tow Truck Rotation List.
 - 6.2.2. If, after the Dispatch Center notifies the Company that it is next on one of the Tow Truck Rotation Lists, the vehicle owner or an agent of the vehicle owner expresses his/her desire to not use the services of the Company prior to the Company taking possession of the vehicle, the Company will remain next on the particular Tow Truck Rotation List for the next instance requiring the service of a tow truck motor carrier under that particular Tow Truck Rotation List.

For purposes of Subsection 6.2, possession occurs when the vehicle is removed and is in transit or when the vehicle recovery operations or load salvage operations have commenced.

- 6.3. If a Towing Dispatch Vendor is utilized, the same requirements must be met as if the Dispatch Center was notifying the Company on the Tow Truck Rotation List. The requirements that must be met are noted in Subsection 6.2.

7. Responses to Notifications from the Dispatch Center.

- 7.1. The Company shall respond to notifications from the Dispatch Center 24 hours per day, seven days per week, 365 days per year within the maximum response times established under Subsection 7.3 of this Agreement when the Company is the next tow truck motor carrier on one of the Tow Truck Rotation Lists.
- 7.2. Upon the Company receiving notification from the Dispatch Center that the Company is the next tow truck motor carrier on one of the Tow Truck Rotation Lists, the Company shall either dispatch an appropriate tow truck to the requested location or inform the Dispatch Center that it is unable to perform the requested services. Either of these actions shall constitute the Company's turn on the particular Tow Truck Rotation List.
- 7.3. The maximum response times for the Company to respond to notifications from the Dispatch Center when the Company is the next tow truck motor carrier on one of the Tow Truck Rotation Lists are as follows:
 - 7.3.1. Twenty minutes for both the Northern Tow Truck Rotation List and the Southern Tow Truck Rotation List, unless otherwise excused by the Dispatch Center due to inclement weather, unusual traffic conditions, or other reasonable grounds determined by the Dispatch Center; and
 - 7.3.2. Thirty minutes for the Heavy Duty Tow Truck Rotation List, unless otherwise excused by the Dispatch Center due to inclement weather, unusual traffic conditions, or other reasonable grounds determined by the Dispatch Center.
- 7.4. If the Company and another tow truck motor carrier are notified to respond to the same incident scene, the Dispatch Center shall generally provide direction regarding the removal and towing of the applicable vehicles. Nevertheless, the incident commander may make changes regarding the removal and towing

of the applicable vehicles. When the incident commander makes such a change, the Company shall notify the Dispatch Center of the specific changes made by the incident commander.

- 7.5. The Company as well as the Company's tow truck operators may only respond to and/or arrive at a scene for services under this Agreement when the Company has been notified by the Dispatch Center that it is the next tow truck motor carrier on one of the Tow Truck Rotation Lists. The Company as well as the Company's tow truck operators shall not respond to and/or arrive at a scene for services under this Agreement based on a request from anyone other than the Dispatch Center. The Company and the Company's tow truck operators shall not request another tow truck motor carrier to provide services under this Agreement on the Company's behalf.
- 7.6. The Company as well as the Company's tow truck operators shall not cruise or jump requests for tow truck services by, among other things, listening to the radio police band and/or driving the roadways to come across incidents that require the services of tow truck companies under any of the Tow Truck Rotation Lists.
- 7.7. When the Dispatch Center notifies the Company that it is next on one of the Tow Truck Rotation Lists, the Company shall ensure that:
 - 7.7.1. The Company responds to the applicable location with the Company's own permanently marked equipment (the Company shall not use equipment on temporary lease, substitute, partnership, a backup basis, or otherwise);
 - 7.7.2. The Company's operators provide only those services that are necessary and/or requested and shall, at the time of the tow, provide the owner or driver of the vehicle (if present at the scene) with the following documents:
 - 7.7.2.1. The location where the vehicle will be stored;
 - 7.7.2.2. A copy of the current rate schedule;
 - 7.7.2.3. The terms of the vehicle recovery; and
 - 7.7.2.4. The Utah Consumer Bill of Rights Regarding Towing;
 - 7.7.3. The Company's operators do not leave the scene of a traffic accident until all debris and fluids from the towed vehicle (including all absorbent material) have been removed from the roadway to the satisfaction of the ranking peace officer at the scene of the accident; and
 - 7.7.4. The service ticket is completed at the time of the tow and includes the following information (clearly printed or electronically generated):
 - 7.7.4.1. The start date and time dispatched;
 - 7.7.4.2. The location of the tow;
 - 7.7.4.3. The end date and time of arrival at the impound lot/yard where the vehicle will be stored;
 - 7.7.4.4. The location of the approved impound lot/yard where the vehicle will be towed; and
 - 7.7.4.5. The Company operator's name.

8. The Company.

- 8.1. The Company's failure to comply with this Agreement and/or applicable federal or state laws, rules, regulations, or otherwise, including Title 49 of the Code of Federal Regulations, Titles 41, 53, and 72 of the Utah Code Annotated, and Rules R714-660, R873-22M, and R909-19 of the Utah Administrative Code, will constitute a material breach of this Agreement and may lead to disciplinary actions, sanctions, penalties, or otherwise against the Company.
- 8.2. The Company accepts full and sole responsibility for the Company's acts and omissions as well as the acts and omissions of the Company's representatives.
- 8.3. The Company's inclusion on one or more of the Tow Truck Rotation Lists is sought and continued through the voluntary actions of the Company.
- 8.4. The Company's falsification of any portion of this Application and Agreement and/or the documentation provided by the Company in connection with this Application and Agreement shall constitute a material breach of this Agreement and may subject the Company and/or one or more of the Company's representatives to disciplinary actions, sanctions, penalties, and/or criminal charges.

- 8.5. The Company is responsible for and will ensure that the Company's representatives are aware of and fully comply with the terms and/or provisions of this Agreement.
- 8.6. The Company shall maintain complete and accurate records of all rotation tows under this Agreement and shall provide the Dispatch Center with such records upon request (these records shall be organized chronologically by date and maintained separate from all other towing records).
- 8.7. Prior to the expiration or lapse of any document or record submitted by the Company to the Dispatch Center in order to be placed on one or more of the Tow Truck Rotation Lists, the Company shall provide the Dispatch Center with copies of the renewed documents or records.
- 8.8. If the Company desires to be removed from one or more of the Tow Truck Rotation Lists for a specific period of time, the Company shall notify the Dispatch Center in writing. If the Company desires to be placed once again on one or more of the Tow Truck Rotation Lists, the Company shall make this request, in writing, to the Dispatch Center. If the Dispatch Center determines to place the Company once again on one or more of the Tow Truck Rotation Lists, the Company will be placed at the bottom of all applicable Tow Truck Rotation Lists. Notifications and requests made by the Company under this subsection must be on the Company's letterhead.
- 8.9. The Company shall maintain a valid occurrence form commercial general liability insurance policy, which covers contractual liability and contractual agreements, of at least \$750,000 per occurrence. The Company must list Davis County, Attn: Dispatch Center, P.O. Box 618, Farmington, UT 84025 as the certificate holder of the certificate of liability insurance.

9. The Company's Tow Truck Operators. The following provisions shall apply to the Company as well as the Company's tow truck operators:

- 9.1. The failure of the Company and/or one or more of the Company's operators to comply with this Agreement and/or applicable federal or state laws, rules, regulations, or otherwise, including Title 49 of the Code of Federal Regulations, Titles 41, 53, and 72 of the Utah Code Annotated, and Rules R714-660, R873-22M, and R909-19 of the Utah Administrative Code, shall constitute a material breach of this Agreement and may lead to disciplinary actions, sanctions, penalties, or otherwise against the Company and/or the Company's operator(s); and
- 9.2. The Company must have and maintain at least two authorized and approved operators at all times under this Agreement.

10. The Company's Tow Trucks and Equipment. The following terms and/or provisions shall apply to the Company as well as the Company's tow trucks and equipment:

- 10.1. The Company shall ensure that all of the Company's tow trucks and equipment comply with the safety equipment requirements set forth in law, regulation, rule, or otherwise, including Title 72, Chapter 9, Part 6, Utah Code Annotated, and Rule R909-19, Utah Administrative Code;
- 10.2. The Company shall ensure that it has at least one flat-bed tow truck for light and medium duty vehicles stationed within the applicable area (i.e. the boundaries for the Northern Tow Truck Rotation List or the boundaries for the Southern Tow Truck Rotation List); and
- 10.3. The Company shall ensure that the heavy duty tow trucks are stationed within the boundaries of Davis County if the Company seeks to be placed and is placed on the Heavy Duty Tow Truck List.

11. State Impound Yards. The following provisions shall apply to the Company as well as the Company's impound yards:

- 11.1. The Company shall ensure that the Company's impound yards are in compliance with and continue to be in compliance with all applicable laws, regulations, rules, or otherwise; and
- 11.2. If the Company desires to be placed on the Heavy Duty Tow Truck Rotation List, the Company's impound yards must have sufficient space to store at least one semi-truck cab and two semi-trailers.

12. Tow Complaints.

- 12.1. The Sheriff's Office and the Dispatch Center will require all complaints against the Company and/or one or more of the Company's representatives to be submitted in writing, including all applicable supporting documents.
- 12.2. The Company, for itself, and on behalf of the Company's representatives, agrees to cooperate with the Sheriff's Office and the Dispatch Center prior to and during the course of an investigation by the Sheriff's Office and the Dispatch Center regarding the Company and/or one or more of the Company's representatives.
As a matter of practicality, the enforcement of certain sections, subsections, sentence(s) or part(s) of a sentence of this Agreement occurs primarily as violations are brought to the attention of the Dispatch Center.
- 12.3. If allegations within a written complaint against the Company and/or one or more of the Company's representatives give rise to potential criminal conduct or, at any point during an investigation of a complaint against the Company and/or one or more of the Company's representatives, allegations of potential criminal conduct arise, the Sheriff's Office and the Dispatch Center will refer the complainant(s) to the law enforcement agency who would have authority to investigate such allegations.

13. Grounds for Written Warning.

- 13.1. The Parties agree that any of the following are grounds for Davis County, the Sheriff's Office, and/or the Dispatch Center to issue a written warning to the Company:
 - 13.1.1. A breach or violation of this Agreement and/or a violation of laws, rules, regulations, or otherwise by the Company and/or the Company's representatives; and
 - 13.1.2. The Company's failure to timely respond to a scene under this Agreement.
- 13.2. The Parties further agree that a second written warning from the Dispatch Center to the Company for the same or similar offense within the term of this Agreement will result in a minimum suspension of 30 days from one or more of the Tow Truck Rotation Lists.

14. Grounds for Suspension.

- 14.1. The Parties agree that any of the following are grounds for Davis County, the Sheriff's Office, and/or the Dispatch Center to suspend the Company from one or more of the Tow Truck Rotation Lists for a minimum of 30 days up to the entire term of this Agreement, upon sending the Company a written notice of suspension, which will preclude the Company from providing services under this Agreement until the period of suspension has expired:
 - 14.1.1. A breach or violation of this Agreement and/or a violation of laws, rules, regulations, or otherwise by the Company and/or the Company's representatives;
 - 14.1.2. The commencement of an investigation by one or more federal or state agencies or entities into alleged violations of law, rule, regulation, or otherwise by the Company or the Company's Representatives;
 - 14.1.3. The commencement of an investigation by Davis County, the Sheriff's Office, and/or the Dispatch Center into alleged violations of this Agreement or law, rule, regulation, or otherwise by the Company and/or the Company's representatives or of a written complaint submitted against the Company and/or the Company's representatives to Davis County, the Sheriff's Office, and/or the Dispatch Center;
 - 14.1.4. A second written notification from the Dispatch Center to the Company for the same or similar offense within the term of this Agreement that is a violation of one or more of the terms or provisions of this Agreement and/or a violation of one or more laws, rules, regulations, or otherwise;
 - 14.1.5. The lapse or expiration of any of the insurance policies required under this Agreement during the term of this Agreement and without a renewal insurance policy that satisfies the terms of this Agreement;

- 14.1.6. The Company's failure to respond to 75% of requested tows under this Agreement;
- 14.1.7. The Company's failure to timely respond to a scene under this Agreement; and
- 14.1.8. The Company's failure to maintain and retain accurate and complete records as required by this Agreement and applicable law, rule, regulation, or otherwise.

- 14.2. The Sheriff's Office and the Dispatch Center shall have sole discretion regarding the length, with a minimum of 30 days for the first violation, of any suspension imposed upon the Company pursuant to the provisions of this Agreement.
- 14.3. The Company shall comply with all of the terms of the suspension (i.e. ceasing particular practices or conduct, restitution to victims, and fulfillment of court orders) before the Company may be considered for reinstatement under this Agreement.
- 14.4. As permitted by Section 72-9-607 of the Utah Code, the Company may appeal a suspension issued by the Dispatch Center under this Agreement to the Davis County Chief Deputy over law enforcement (who may consult with a representative from another law enforcement agency) within 30 days after the Dispatch Center mails a written notice of suspension to the Company. All decisions made by the Davis County Chief Deputy over law enforcement on appeals made by the Company regarding suspensions are final. While an appeal of a suspension is pending, the suspension shall remain in full force and effect.

15. Grounds for Permanent Removal from One or More of the Tow Truck Rotation Lists.

- 15.1. As permitted by R714-600-5 of the Utah Administrative Code, the Parties agree that Davis County may permanently remove the Company from one or more of the Tow Truck Rotation Lists, after Davis County sends the Company a written Notice of Alleged Violations for Permanent Removal from Davis County's Tow Truck Rotation Lists and Opportunity to Respond to Allegations (the "Notice and Opportunity to Respond") as set forth in Subsection 15.2 of this Agreement, if any of the following occur:
 - 15.1.1. The Company fails to comply with any of the requirements found in Title 72, Chapter 9, Part 6, of the Utah Code, R909-19 of the Utah Administrative Code, or R873-22M-17 of the Utah Administrative Code;
 - 15.1.2. The Company is operating in violation of the law or has engaged in practices which are a violation of law;
 - 15.1.3. The Company's continued unavailability disrupts the operation of the Dispatch Center;
 - 15.1.4. The Company routinely fails to respond to requests by the Dispatch Center for service in a timely manner;
 - 15.1.5. The Company refuses to retrieve abandoned vehicles; or
 - 15.1.6. The Company fails to otherwise comply with applicable laws, regulations, rules, or other provisions of this Agreement.
- 15.2. If the Company desires to respond to the allegations set forth in a Notice and Opportunity to Respond, then the Company must do so by sending a written response to such allegations to the Dispatch Center by mail or email at one or more of the following addresses and ensure that the Company's written response to such allegations is received by the Dispatch Center on or before 14 days from the date of the Notice and Opportunity to Respond:

<u>Mail</u>	<u>Email</u>
Davis County Dispatch Center Attn: Towing Coordinator PO Box 618 800 W State St Farmington, UT 84025	Davis County Dispatch Center Attn: Towing Coordinator aosiek@co.davis.ut.us

The Company's failure to ensure that the Company's written response to the allegations within the Notice and Opportunity to Respond is received by the Dispatch Center on or before 14 days from the date of the Notice and Opportunity to Respond will result in the Company being permanently removed from Davis County's Tow Truck Rotation Lists. The Dispatch Center will review a timely written

response from the Company to the Notice and Opportunity to Respond, and the Dispatch Center will issue a written determination relating to the Notice and Opportunity to Respond within 30 days of receipt of a timely written response from the Company to the Notice and Opportunity to Respond. The Company will be temporarily removed from Davis County's Tow Truck Rotation Lists from the date of the Notice and Opportunity to Respond until either the Dispatch Center issues a written determination relating to the Notice and Opportunity to Respond or the Company is permanently removed from Davis County's Tow Truck Rotation Lists for failure to timely respond to the Notice and Opportunity to Respond.

- 15.3. The Company may appeal a permanent removal from one or more of the Tow Truck Rotation Lists issued by the Dispatch Center under this Agreement to the Davis County Sheriff (who may consult with a representative from another law enforcement agency) within 30 calendar days after the Dispatch Center mails a written notice of permanent removal from one or more of the Tow Truck Rotation Lists to the Company. All decisions made by the Davis County Sheriff on appeals made by the Company regarding permanent removal are final. While an appeal of a permanent removal is pending, the permanent removal shall remain in full force and effect.

16. General Terms and/or Provisions.

- 16.1. Indemnification; Hold Harmless. The Company shall indemnify and hold harmless Davis County, and Davis County's officials, employees, agents, and other representatives (collectively, the "Indemnified Party"), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, that are incurred by the Indemnified Party (collectively, "Losses"), and any cost or expense incurred by the Indemnified Party in defending a matter relating to one or more Losses (e.g. court filing fees, court costs, dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, "Resolution Expenses") (Losses and Resolution Expenses together mean "Indemnifiable Losses") relating to this Agreement or the negligent, reckless, or willful acts or omissions of the Company or the Company's officers, directors, employees, agents, or other representatives, except to the extent that the Indemnified Party either caused those Indemnifiable Losses or the Indemnifiable Losses arose from the Indemnified Party's material breach of this Agreement. The Company's compliance with any provision of this Agreement to obtain or maintain insurance shall not waive or limit the Company's obligations under this subsection. The rights and obligations of the parties set forth in this subsection will survive the termination of this Agreement.
- 16.2. Independent Contractor. The Company shall perform this Agreement as an independent contractor. The Company acknowledges that it and its representatives are not employees of Davis County. The Company further acknowledges that neither the Company nor its representatives have any right to or will be provided with any of Davis County's benefits.
- 16.3. Inconsistencies. The following order of precedence governs and controls any inconsistencies between this Agreement, any attachments to this Agreement, and any other documents referenced in this Agreement or incorporated into this Agreement by reference: 1) this Agreement; 2) any attachments to this Agreement; and 3) any other documents referenced in this Agreement or incorporated into this Agreement by reference.
- 16.4. Assignment Restricted. This Agreement may only be assigned by a written instrument that is signed by authorized representatives of the parties. Any purported assignment of this Agreement that is in violation of this subsection is void.
- 16.5. Waiver. A right, remedy, power, privilege or otherwise under this Agreement is not waived by a party unless such waiver is in writing and signed by an authorized representative of the party granting the waiver.
- 16.6. Entire Agreement. This Agreement, including all attachments, if any, and any other documents referenced in this Agreement or incorporated into this Agreement by this reference, constitutes the entire understanding between, and agreement of, the parties with respect to the subject matter in this Agreement. Unless otherwise set forth in this Agreement, this Agreement supersedes all prior and

contemporaneous understandings and agreements, whether written or oral, between the parties with respect to the subject matter in this Agreement.

- 16.7. Amendment. This Agreement may only be amended by a written instrument that is signed by authorized representatives of the parties. Any purported amendment of this Agreement that is in violation of this section is void.
- 16.8. Governing Law; Exclusive Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah. Each party irrevocably and unconditionally agrees that it may only commence an action, litigation, or proceeding of any kind against any other party, which arises from or relates in any way to this Agreement, in the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such court.
- 16.9. Severability. If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Agreement is prohibited or unenforceable, then that or those specific section(s), subsection(s), sentence(s) or part(s) of a sentence is void. All sections, subsections, sentences, or parts of a sentence of this Agreement that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect.
- 16.10. Counterparts, Digital Signatures, and Electronically Transmitted Signatures. If the parties sign this Agreement in counterparts, then each signed counterpart will be deemed an original and all signed counterparts together will constitute one contract. If one or more of the parties digitally sign this Agreement or if one or more of the parties electronically transmit this Agreement with signatures by facsimile or email, then such signatures will have the same force and effect as original signatures.

17. Towing Dispatch Vendor. The parties agree as follows:

- 17.1. Section 53-1-106.2 of the Utah Code allows Davis County to enter into a contract with a vendor that provides a product or technology capable of increasing efficiency, effectiveness, and transparency in the dispatching of towing providers and management of towing rotations; and
- 17.2. If Davis County enters into a contract with a vendor consistent with Subsection 17.1 of this Agreement, that contract may impact certain practices in dispatching and performing tow truck services (e.g. the method of how the Company is notified to perform services under this Agreement); however, this Agreement will remain binding on the Parties, subject simply to practical changes due to the use of a new product or technology.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be signed on the dates indicated below.

<p>DAVIS COUNTY</p> <p>By: _____ Lorene Miner Kamalu, Chair Board of Davis County Commissioners</p> <p>Date: _____</p> <p>ATTEST:</p> <p>_____ Brian McKenzie Davis County Clerk</p> <p>Date: _____</p>	<p>THE COMPANY</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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