



DEPARTMENT OF BUSINESS AND INDUSTRY
NEVADA TRANSPORTATION AUTHORITY

Attachment 1

Storage Lot Standards Established Pursuant to NRS 706.4489(5)(b)

Whereas Nevada Revised Statutes (NRS) 706.4489(5)(b) requires vehicle storage lots ["STORAGE LOTS"] to comply with standards that a law enforcement agency may adopt pursuant to NRS 706.4485(1)(e); and

Whereas, the following standards have been adopted by each Law Enforcement Agency in Clark County pursuant to NRS 706.4485(e) as it relates to the storage of towed vehicles to protect the health, safety and welfare of the public; and

Whereas, they are attached hereto and incorporated by reference in the attached Indemnification and Standards Agreement which the STORAGE LOT has agreed to comply with by their signature on that Agreement as set forth below:

1. General Standards

- a. The STORAGE LOT shall have the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business.
- b. The owner(s) of the STORAGE LOT shall not have prior criminal felony convictions, and its respective STORAGE LOT employees no prior criminal convictions for a towing and/or vehicle related offense within the past five years, regardless of the degree, or disposition of the case.
- c. The STORAGE LOT must be open and manned 24 hours a day, 365 days a year by trained personnel wearing photo bearing identification badges who are subject to background check and drug testing. Such employees shall have the ability to release a vehicle to the vehicle owner or his or her authorized representative.
- d. The STORAGE LOT must accept all major credit cards (VISA, MasterCard and Discover Card);
- e. The STORAGE LOT employees will assist vehicle owners or authorized representatives who arrive for pickup of his or her vehicle in matters such as retrieving documentation from inside the vehicle at no charge to the owner.
- f. The STORAGE LOT 's policy is to allow the vehicle owner or authorized representative to remove personal items, including but not limited to: eyeglasses,

- g. medicine, wallet or purse, credit cards, personal mobile electronics and telephones, etc. during the owner's first visit without charge;
- h. The STORAGE LOT operator is responsible for the storage and inventory of vehicles and their contents, management of impound yard, conduct and processing lien transactions and reporting requirements.
- i. The STORAGE LOT operator will protect from theft and damage a towed motor vehicle, cargo and personal property which comes into the operator's possession as the result of a tow, and is responsible for securing the vehicle, including but not limited to rolling up windows and placing keys and other valuables in a secure location.
- j. The STORAGE LOT will afford the owner of the vehicle or the authorized representative the opportunity to inspect and inventory the vehicle before release to detect damage or theft of property. If damage or theft is detected, the STORAGE LOT shall:
 - (a) Resolve the complaint to the satisfaction of the claimant; or
 - (b) Identify the carrier of its insurance and explain the procedure for filing a claim.

2. Administrative Office and Storage Facilities Standards

- a. The STORAGE LOT offices must be housed in a permanent structure or modular building as defined by NRS 461.143 and include a business telephone, restroom facility and customer waiting area and are not situated on the physical plant or grounds of another business, unless the employees of that business underwent the same background testing.
- b. All storage facilities shall be secured from unauthorized entry at all times. For reasons of security, all facilities shall be staffed 24 hours a day with an alert, awake and responsible person. Facilities shall not be guarded, monitored or secured by animals, call forwarding alarm, or watchdogs in lieu of onsite staff. The storage facilities must be staffed 24 hours a day in accordance with the above requirements.
- c. The STORAGE LOT facilities must meet or exceed all applicable building, zoning and fire safety codes. The STORAGE LOT must be fenced with a six-foot enclosure of chain link, solid steel or block wall fence with razor wire, 3 strands of barbed wire, or electric wire. Further, the facility must have security cameras and lighting covering all entry and exit areas. The security cameras shall record the premises 24 hours a day, 365 days a year and the recording should be on a recording loop no less than 7 days.
- d. The STORAGE LOT shall include a weather-tight inside, secure structure for at least 2 vehicles. The structure shall provide complete protection from weather and unauthorized entry. Vehicles placed within such building shall not be handled or moved without the approval of the Law Enforcement Agency.
- e. The STORAGE LOT shall have a separate fenced and secured area within the STORAGE LOT for law enforcement hold vehicles (up to 4 vehicles).

3. Technology Data Management & Reports

- a. The STORAGE LOT facilities shall have immediate access to a data management system capable of providing reports of information as reasonably requested by law enforcement agencies.
- b. The STORAGE LOT inventory tracking system has the ability to:
 - i. Track the location of towed vehicles from the time of delivery to release or final disposal.
 - ii. Preserve inspection documents, including photographs and inventory of all vehicles delivered to its storage facility.

4. Insurance

a. OWNER COVERAGE

The Law Enforcement Agency, its officers and employees must be expressly covered as "additional insureds" except on workers' compensation insurance coverage. The STORAGE LOT's insurance shall be primary with respect to the Law Enforcement Agency, its officers and employees.

b. ENDORSEMENT / CANCELLATION

The STORAGE LOT commercial general liability shall be endorsed to recognize specifically the STORAGE LOT's obligation of additional insured to the Law Enforcement Agency. All policies must note that the Law Enforcement Agency will be given 30 calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.

c. DEDUCTIBLES

All deductibles and self insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.

d. AGGREGATE LIMITS

If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.

e. COMMERCIAL GENERAL LIABILITY

The STORAGE LOT shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury, and property damages. Commercial General Liability coverage shall be on a "per occurrence" basis only, not "claims made", and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.

f. GARAGE LIABILITY BROAD FORM ENDORSEMENT

The STORAGE LOT shall maintain limits of no less than \$1,000,000 combined single limit per occurrence.

g. COMPREHENSIVE GARAGE KEEPERS LEGAL LIABILITY

The STORAGE LOT shall maintain limits not less than \$500,000 for each occurrence combined single limit for loss and damage to vehicles in its care, custody or control.

h. ENVIRONMENTAL

The STORAGE LOT shall maintain limits not less than \$1,000,000 for each occurrence, covering the sudden and accidental release of hazardous materials and the resulting costs of clean up.