CUMBERLAND TOWN COUNCIL

RESOLUTION 2014-07

A RESOLUTION APPROVING A TOWING AGREEMENT

WHEREAS, to ensure the availability of towing service necessary for public safety and to serve all the Town’s police department’s towing needs, the Town of Cumberland (the “Town”) seeks to enter into a two-year agreement with Garners Towing to provide on-call 24-hour towing services (the “Agreement”);

AND WHEREAS, after weighing the police department’s needs for such services as well as the costs and benefits of the proposed Agreement, the Town Council believes it is in the best interests of the Town’s citizens to approve the Agreement in its entirety;

IT IS, THEREFORE, RESOLVED, that the attached Agreement is hereby approved.

Approved this 19 day of March, 2014.

CUMBERLAND TOWN COUNCIL

Mark Reynolds, President

Joe Sieker, Vice President

Nicole Bell, Member

Brian Gritter, Member

Anna Pea, Member

ATTEST:

Grace Heck, Clerk-Treasurer
AGREEMENT

THIS AGREEMENT is entered into by and between The Town of Cumberland, Indiana (hereinafter “Cumberland”) and Garners Towing (hereinafter “Contractor”).

WHEREAS, in order to ensure the availability of towing service necessary for public safety, Cumberland desires to engage a towing service for 24-hour towing and other services;

AND WHEREAS, Contractor is willing to provide these services to Cumberland in return for the right to serve all of the police department’s needs;

NOW, THEREFORE, for and in consideration of the mutual premises and agreements contained herein Cumberland agrees to use the services of Contractor, and Contractor agrees to provide services to Cumberland under the terms and conditions hereby agreed upon by the parties.

1. **Scope of Services.** Contractor agrees to perform the following services:

   a. Towing and storage of vehicles impounded or forfeited from within the corporate limits of the Town of Cumberland as requested by Cumberland;

   b. Storage of forfeited vehicles within its facilities;
c. Tire changes for Cumberland police vehicles; and

d. Towing of Cumberland police vehicles.

2. **Term.** Contractor agrees to perform such services during the term beginning December 1, 2012 and ending November 30, 2013.

3. **Exclusive Provider.** Except as provided for in Paragraph 5 of this agreement, Contractor shall be the exclusive provider of the services provides for in this agreement.

4. **Compensation.** Contractor agrees to pay to Cumberland the sum of $20.00 per private vehicle that is towed upon the request of the Cumberland Police Department. There shall be no fee owing to Cumberland for the towing of the Town's police vehicles. The fees shall be paid to Cumberland on or before the 15th day of each month. Contractor is responsible for billing and seeking reimbursement of towing fees directly from the owner of the vehicle towed. The Chief of Police has the discretion and right to waive any and all towing and storage fees that are charged to the owner of the towed vehicle by the Contractor.

5. **Response Time.** The Contractor shall provide a 24-hour per day, 7-days per week, towing service. The Contractor shall have a wrecker at the destination requested not more than twenty (20) minutes from the time that the towing firm receives a call. The Contractor shall have 24-hour per day, 7-day per week, radio or telephone communications. Answering phone services are not
permitted. If service is not provided within the specified time, Cumberland shall have the right to make other arrangements for the call. If the Contractor repeatedly fails to furnish wrecker services as specified herein, Cumberland may terminate the contract.

6. **Storage Fees and Notifications:** Contractor agrees to provide storage of vehicles towed at the direction of the Cumberland Police Department for Police Department vehicles and vehicles seized by the Department for forfeiture. The storage costs charges to Cumberland shall not exceed the sum of $250 per vehicle. In the event that a vehicle is stored by the Contractor for fourteen (14) days of more, the Contractor shall notify the Police Department so that alternative storage arrangements may be made by the Police Department. If the Cumberland Police Department is closed and owners of vehicles are not able to obtain a release from the Cumberland Police Department, there shall be no storage and other fees charged by the Contractor for those days on which the owner cannot obtain a release.

7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and shall not be supplemented, modified or amended unless executed in writing.

8. **Breach and Remedies.** In the event either party breaches this agreement, the non-breaching party may recover from the breaching party any
damages caused by the breach. In the event that it becomes necessary to enforce any of the terms of this Agreement, the defaulting party agrees to pay all reasonable attorney fees incurred by the non-breaching party.

9. **Insurance and Indemnification.** Contractor agrees to maintain at its own expense comprehensive general liability insurance at a minimum amount of $2,000,000 and worker’s compensation insurance in an amount equal to or exceeding the statutory minimums required by Indiana law. Contractor also agrees to indemnify and hold Cumberland free and harmless from any and all liability arising from any act or an omission under the operation of the Agreement. Contractor shall provide Cumberland with a copy of the proof of insurance and worker’s compensation insurance coverage upon execution of the agreement.

10. **Termination.** This Agreement may be terminated by either party upon providing thirty days written notice of the intent to terminate.

WITNESS OUR SIGNATURE THIS 1st day of December, 2012.

**TOWN OF CUMBERLAND**

By: [Signature]

**GARNERS TOWING**

By: [Signature]

Attest: [Signature]