

AGREEMENT FOR WRECKER SERVICES

This agreement (“Agreement”) is entered into this ___ day of _____ by and between the City of Fort Mitchell, Kentucky, (“the “City”) and _____, (the “Wrecker Service”). This is a non-exclusive agreement that grants no exclusive franchise to the Wrecker Service. The City reserves the right to, and it is expressly understood that the City typically will, contract with other wrecker services, which shall be used on a rotational basis to be determined in the sole discretion of the City.

In consideration of the mutual covenants and promises set forth herein, the City and Wrecker Service agree as follows:

1. The initial term of this Agreement shall be for a period of one year from the first day of July of the year signed through the last day of June of the following year, unless sooner terminated. If the City continues to use the services of the Wrecker Service beyond such initial term, the term shall be deemed to have been extended until such time as the City or the Wrecker Service may otherwise terminate it; in such event, the terms and conditions of this Agreement shall continue to be in full force and effect and govern the relationship between the parties.
2. The Wrecker Service may withdraw from this Agreement upon thirty (30) days notice to the Chief of Police of the Fort Mitchell Police Department, to be delivered in writing to the City of Fort Mitchell City Building, 2355 Dixie Highway, Fort Mitchell, KY 41017. The Mayor, City Administrative Officer, or Chief of Police of the City, may terminate this Agreement with the Wrecker Service, with or without cause, upon notice, hand delivered, delivered by ordinary U.S. mail (which shall be valid upon being placed in the U.S. mail), electronic mail, or by facsimile to the place of business of the Wrecker Service which is provided below:

Address: _____

Facsimile: _____

Electronic mail: _____

3. The Wrecker Service shall indemnify, defend, and hold the City and its officers, agents, and employees harmless from all claims, damages, costs, suits or liabilities, including costs and reasonable attorney fees, arising from or in any way relating to the Wrecker Service’s towing or storage of motor vehicles, or from any other service provided pursuant to this Agreement. In the event of a claim, suit, or any other indemnifiable event, the City shall provide notice to the Wrecker Service, but shall have the exclusive right to control the defense and assign counsel of its choosing, to be paid at reasonable market rates. For purposes of this section, the current contract with the City Attorney, including hourly rates, shall be deemed reasonable market rates.

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4. The Wrecker Service shall be “on-call” on a rotating basis as determined in the sole discretion of the Chief of the Fort Mitchell Police Department or an officer designated by him.
5. The Wrecker Service shall respond within thirty (30) minutes after being contacted by the Police, dispatcher, or a person designated by either.
6. When applicable, the Wrecker Service shall respond with at least two suitable wreckers when requested by the police. If the Wrecker Service is unable to respond with at least two wreckers, it is expressly understood that the City shall have the right to summon another wrecker service from its rotating list.
7. The Wrecker Service shall adhere to the direction and orders of Fort Mitchell police officers in respect to the handling and preservation of evidence, shall respond to multi-vehicle incidents with adequate equipment and manpower, and shall have the ability to respond to multiple incidents at the same time in accordance with each and every term of this Agreement.
8. The Wrecker Service shall, when requested, handle accidents with exceptional circumstances i.e. vehicles on bridges, large trucks overturned, horse carriages, motorcycle accidents, etc., at no charge to the City.
9. The Wrecker Service shall transport disabled vehicles to repair shops or other designated locations, at no charge to the City.
10. The Wrecker Service and any of its officers, agents, or employees designated by the City shall be required to testify in court when requested to do so by the Fort Mitchell Police Department, at no charge to the City.
11. The Wrecker Service shall unlock vehicles without damage to internal parts, at no charge to the City.
12. The Wrecker Service shall supply equipment and clean up and remove glass and vehicle parts from the roadway at accident scenes, at no charge to the City.
13. The Wrecker Service shall, on request by the Fort Mitchell Police Department, tow vehicles that need to be secured as evidence to a location selected by the Police Department, at no charge to the City.
14. The Wrecker Service shall not charge, nor allow any third party to charge, the City any fees for the storage of evidence related vehicles or property whether such storage is indoor or outdoor.
15. The Wrecker Service shall provide emergency road service, towing, and tire change for all City owned vehicles, at no charge to the City.
16. **The Wrecker Service shall maintain the following minimum requirements:**
 - A. Each vehicle shall be kept clean, orderly, and in good service.

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- B. The Wrecker Service shall have a fenced impounding lot with at least a 6-foot high fence and a security system to protect property and evidence. Such impounding lot shall be capable of storing at least five (5) motor vehicles and said impounding lot, and the operation thereof, shall comply with all applicable local, state, and federal laws and regulations. Additionally, the Wrecker Service shall provide a secure indoor storage facility capable of storing at least three (3) vehicles being held as evidence.
- C. All wreckers owned and utilized by the Wrecker Service in performance of the services set forth in this Agreement shall be licensed in accordance with KRS 186.050(7).
- D. The Wrecker Service shall maintain a policy of liability insurance covering the operation of its business, equipment, and vehicles, protecting against bodily injury and property damage, including property which comes into the control of the Wrecker Service by reason of the towing operation. The amount of coverage shall be in an amount not less than One Million Dollars (\$1,000,000).
- E. The Wrecker Service shall maintain a garage keepers' liability insurance policy. The amount of coverage shall be in an amount not less than One Million Dollars (\$1,000,000).
- F. The Wrecker Service shall maintain workman's compensation insurance in accordance with legally required amounts for all drivers and other employees engaged in the performance of their duties.
- G. In addition to the policies specified in subsections D, E, and F, the Wrecker Service shall maintain all other policies required by law and in such amounts as prescribed under any local, state, or federal law or regulation, specifically including, but not limited to those policies set forth in KRS 281.655 and 601 KAR 1:101.
- H. The City and the Fort Mitchell Police Department shall be named as co-insured on ALL policies providing coverage on all services provided in accordance with this Agreement.
- I. The Wrecker Service shall produce proof of insurance, in the form of certificates, for each policy of insurance required by this Agreement and by law with valid effective dates. These certificates must be renewed and sent to the Fort Mitchell Police Department on or before April 15, each year, with the expiration date noted on the certificate, and an updated copy must be provided to the Police Department within fifteen (15) days of the renewal date of each policy. **Failure to comply with this paragraph is grounds for immediate removal from the Fort Mitchell "Rotation Wrecker List."**
- J. Each wrecker operator/driver must be experienced and proficient in the use and operation of the wrecker vehicle and equipment (Kinman basic or equivalent schooling is highly recommended); must be at least 18 years of age; must have a properly issued Kentucky Commercial Driver's License (CDL); be certified by the Department of Transportation; and otherwise be fully qualified to act as a wrecker operator under any and all applicable local, state, and federal laws and regulations.

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- K. The Wrecker Service must be available for service twenty-four (24) hours per day, seven (7) days per week.
- L. The Wrecker Service shall have available, for inspection, each wrecker and impoundment lot upon request of the Chief of Police.
- M. The Wrecker Service and each of its employees shall have all required local, state, and federal licenses and shall comply with all other local, state, and federal laws and regulations in the course of operating its business, specifically including but not limited to all legal requirements applicable to providers of the services contemplated in this Agreement.
- N. The Wrecker Service must permanently affix the name, city, and telephone number of the Wrecker Service on the wreckers.
- O. Each wrecker utilized by the Wrecker Service in providing services under this Agreement must pass Commercial Vehicle Safety Alliance and/or Department of Transportation inspections.
- P. The Fort Mitchell Police Department shall not be responsible for cancelled calls and in no way shall incur any costs or owe any compensation to the Wrecker Service or any of its employees for any cancellation.
- Q. The Wrecker Service must, at its own cost, provide Two-Way communication with its vehicles through the Kenton County Dispatch Center. This may be accomplished by using a third party as the contact person. Pagers, beepers, and citizen band radios do not meet this requirement.
- R. Any person employed by or otherwise assisting the Wrecker Service in removing a wrecked or damaged vehicle from a highway shall remove any glass or other injurious substance dropped upon the highway from such vehicle as required by KRS 189.754.
- S. All drivers of wreckers must have in their possession proper certification, if required by local, state, or federal law or regulation, stating that the driver has met all requirements to operate the wrecker.
- T. All public safety vehicles shall be equipped with one or more flashing, rotating or oscillating yellow lights visible under normal atmospheric conditions from a distance of 500 feet to the front of such vehicle as required by KRS 189.920.
- U. The towing impound lot must be within ten (10) miles of the Fort Mitchell city limits.

17. Each wrecker shall have the following minimum equipment:

- A. Each wrecker shall be equipped with a power-operated winch, winch line and boom having a manufacturer's rated lifting capacity of not less than 8,000 pounds rating on the boom.
- B. Each wrecker and its equipment shall have sufficient capacity to safely and properly handle any vehicle towed.

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- C. Each wrecker shall be equipped with lights meeting all legal requirements and mounted so as to be visible from behind when a vehicle is in tow.
- D. Each wrecker shall be equipped with the following:
- A 4-wheel dolly (or have available)
 - Tow bar or tow sling
 - Broom and shovel
 - Wheel lift
 - Hand tools
 - 2 ½ lb. or more of dry chemical-type fire extinguisher
 - Flares (minimum of 6) 20 minutes each
 - Snatch blocks
 - Rotating or oscillating yellow lights as required
 - 100 ft. cable
 - Proper registration and license plates
 - Snow tires during winter months/skid chains
 - Safety chains
- E. The Wrecker Service shall own at least one (1) roll-back towing vehicle capable of towing 6,000 pounds, including load. Under special circumstances, the use of a specialty recovery company may be used in emergency situations. The Wrecker Service must provide the City of Fort Mitchell a written statement of agreement with a specialty recovery company.

18. Removal from the Rotation List.

- A. The Wrecker Service may be removed or suspended from the towing list for any of the following: (this list is non-exhaustive)
- Slow Response, failure to respond to a call within thirty (30) minutes.
 - Failure to respond to a call.
 - Theft from or tampering with vehicles towed or stored.
 - Failure to comply with the requirements set forth by the Fort Mitchell Police Department Policies and any other City requirements and/or violating any State or Federal Law related to towing or storage of towed vehicles
 - Refusal to permit inspection and/or failure to provide information and necessary documentation per Fort Mitchell Policy and this Agreement.
 - Unnecessary damage to vehicles or property.
 - Unlawful compensation to police officers.
 - Refusal of dispatch or unsatisfactory performance.
 - Breach of any of the terms or conditions of this Agreement.
- B. If the Wrecker Service is removed or suspended from the list, the Police Department will:
- Notify the Wrecker Service in writing before removing it from the list.
 - Upon request of the Wrecker Service for “for cause” termination or removal, which request must be made within seven (7) calendar days of notification, provide a hearing before the Chief of Police on the removal from the towing rotation list.

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- C. Nothing in subsections A or B shall abrogate the City's right, at its sole discretion, to cancel or otherwise terminate this Agreement, with or without cause, as provided in section 2.

19. Towing Request and Towing Release Forms.

- A. No vehicle shall be towed without a towing request form issued.
- B. During emergency conditions, a police officer will leave the towing request form on the windshield of the vehicle to be towed.
- C. A copy of the towing release form, issued by the City, and signed by an authorized city official, will be given to the owner of the vehicle to serve as a release.
- D. Once a vehicle has been towed, vehicle owners **MUST** have a police release to remove their vehicle from the impound lot.
- E. When a car is towed from the scene of an accident, the Wrecker Service may release the car without a written release when:
1. There is no written notation on the towing request to hold the car, or;
 2. The wrecker service calls the Police Department by phone and requests the vehicle be released.

20. Rates

- A. **ALL** rates and fees charged shall be set by the Wrecker Service, shall be uniform for each response unless extra labor is required, shall be uniform with the fees charged by each of the wrecker services providing such services to the City. The Wrecker Service shall provide a schedule of such fees to the City at the beginning of each year. No rate changes or adjustments, mid-year, shall be permitted unless approved by the City unless all wrecker services adjust their fees uniformly, and notice is provided as required below.
- B. The Wrecker Service shall provide the City with a schedule of fees and charges to cover the following:
1. Standard Towing (removal from an accident scene)
 2. Standard Towing (removal from an impound scene)
 3. Storage fees (inside and outside storage)
 4. Mileage charges (per mile)
 5. Non-emergency tows (between 8am and 8pm) (e.g. abandoned vehicles towed at the request of police personnel, etc.)
 6. Fuel charges (if applicable)
 7. Vehicle lock-out (emergency and non-emergency)
 8. Additional labor for:
 - Use of dollies
 - Extra winching
 - Removing drive shaft
 - Stand-by time per hour

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- Double tow (i.e. bringing vehicle to police station for searching, then removing to impound lot)
9. Standard service call.
- Start vehicle
 - Change tire
 - Provide fuel
 - Roadside repairs
10. Fee for towing in for repair.
- Day/night rates
 - Weekends/Holidays
- C. The Wrecker Service shall provide in writing a price breakdown of **ALL** towing and storage charges. This information must be provided by May 15, each year. Before any changes to the Wrecker Service's charges or towing fees take effect, the Fort Mitchell Police Department must be notified in writing via certified U.S. Mail at least thirty (30) days prior to the change becoming effective. ***Failure to comply with this section shall result in immediate removal from the Fort Mitchell "Rotation Wrecker List".*** Any changes in fees or charges can affect the Wrecker Service's eligibility for the Fort Mitchell Rotation Wrecker List.
- D. Prior to the 15th of each month, the Wrecker Service shall submit ALL invoices/bills related to any services provided in, on behalf of, or within the City, via in-person or fax.
- E. The effective date of this Agreement shall be **July 1**, regardless of the date signed by the parties.
- F. Under no circumstances shall the City of Fort Mitchell be charged any fees, costs, damages, or have any liability to the Wrecker Service for services provided under this Agreement.

21. Miscellaneous Provisions

- A. The relationship of the Wrecker Service is that of an independent contractor. The Wrecker Service expressly understands, acknowledges, and agrees that under no circumstance shall its employees be deemed to be employees of the City or represent themselves as such.
- B. This Agreement is personal to the parties and shall not be assigned by the Wrecker Service to any third party, and the services provided hereunder may not be subcontracted to another party.
- C. This represents the entire agreement between the parties and shall be governed by and construed in accordance with the laws of the state of Kentucky. Any ambiguities shall be resolved in favor of the City.

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FORT MITCHELL POLICE DEPARTMENT

By: _____
Chief of Police

_____ Date

By: _____
Mayor

_____ Date

Wrecker Service

By: _____
Owner of Company

_____ Date