

AGREEMENT

This Agreement (“Agreement”) made as of _____, 2023 between the Village of Croton-on-Hudson, (the “Village”), a New York municipal corporation with offices at One Van Wyck Street, Croton-on-Hudson, New York 10520, and _____, having its principal address at _____, New York _____ (the “Contractor”).

WITNESSETH

WHEREAS, the Village, from time to time, requires vehicular towing and storage services in connection with illegally parked vehicles; and

WHEREAS, the Code of the Village of Croton-on-Hudson, Chapter 215, Section 47, authorizes the Village of Croton-on-Hudson Police Department to remove or provide for the removal of vehicles with three or more Village parking violation defaults; and

WHEREAS, the Village desires to utilize multiple towing companies, including Contractor, to perform professional motor vehicle towing and storage services for Village of Croton-on-Hudson Police Department initiated service requests;

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the parties hereby agree as follows:

1. Term

The term of this Agreement shall be for a period of one (1) year commencing on the date hereof and expiring twelve (12) months thereafter (the “Initial Term”). At the end of the Initial Term, this Agreement shall automatically renew for two (2) additional years unless either party, at least thirty (30) days prior to the expiration of the Initial Term, notifies the other in writing that it wishes to terminate the Agreement.

2. Nonexclusive Services

- a. This Agreement shall not be interpreted to prevent or preclude the Village from obtaining equivalent towing and storage services as those described herein from other towing companies in the area. There shall be no obligation upon the Village to provide the Contractor with a minimum number of Village-generated tows during any time period.
- b. This Agreement shall not be interpreted to prevent or preclude Contractor from rendering any services for Contractor’s own account or to any other person or entity as Contractor, in its sole discretion, shall determine.

3. Standards of Service

- a. Contractor warrants that all of its tow truck drivers are qualified, competent, properly trained, and licensed to provide the services described in this Agreement.

- b. Contractor and its employees and agents shall comply with all applicable laws, rules, orders, ordinances, and regulations.
- c. Contractor and its employees and agents shall exercise reasonable care and courtesy and professional skill and judgment in all aspects of their operations under this Agreement.

4. Permits, Licenses, Certificates

Contractor, at its sole expense, shall obtain and maintain all permits, licenses, and certificates required in connection with the performance of the services under this Agreement during the term hereof.

5. Towing Services

- a. A Village police officer or duly-authorized Village employee shall contact Contractor for all towing and storage services.
- b. The Contractor shall respond to calls 24 hours a day, seven (7) days a week, no more than 15 minutes from the time of the call. At the time of notification, the Contractor will advise the police officer or Village employee making the service request if the Contractor is unable either to provide the requested service or to respond within the 15-minute response time.

6. Towing Rates

Towing rate charges by Contractor for towing provided pursuant hereto shall be as set forth in the attached Schedule A (not including taxes as set by New York State).

7. Vehicle Storage Services

- a. Vehicles towed pursuant hereto will be stored by Contractor or at a location designated by the police department until such time as the vehicle is retrieved by its owner or his/her representative.
- b. Daily storage charges for storage of vehicles pursuant hereto shall be as set forth in the attached Schedule A.
- c. Vehicles shall not be stored at any location other than as recorded with and approved in writing by the Village of Croton-on-Hudson Police Department.
- d. Contractor shall have a business location at the location of the storage facility, suitable for conducting business with vehicle owners or their representatives.
- e. Contractor shall be responsible and is liable for the safekeeping of vehicles towed and for items left stored in the vehicles.

8. Vehicle Retrieval

- a. Upon receipt of payment for all outstanding fines and/or violations, the Village will issue a certificate to the vehicle owner or his/her representative as proof of payment. Once the certificate is issued, the vehicle owner or his/her representative must present the certificate to Contractor, at which time Contractor shall be authorized to release the vehicle.
- b. Upon presentation of the certificate, Contractor shall provide the vehicle owner or his/her representative with an itemized list of its fees for towing and storage as provided herein. All applicable towing and storage charges shall be paid by the vehicle owner or his/her representative directly to Contractor in accordance with the attached Schedule A prior to release of the vehicle. Upon payment of all the required towing and storage charges, Contractor shall provide the owner of the vehicle or his/her representative with a receipt marked "paid".
- c. Contractor will release vehicles within twenty (20) minutes of completing the financial arrangements for each specific tow and storage.

9. Equipment

- a. Contractor shall provide a complete list of all tow vehicles (specifying capacity) and equipment that will be used in the performance of this Agreement prior to commencing any work under this Agreement.
- b. At all times during which this Agreement is in effect, Contractor shall maintain the equipment described in Section 9(a) in a good, workmanlike condition.

10. Hours

- a. Contractor shall have an attendant on call, capable of responding to Village requests for towing services at all times
- b. In addition, Contractor shall have an attendant physically present at the Contractor's place of business from 8:00 a.m. to 5:00 p.m. Monday through Friday and 8:00 a.m. to noon on Saturday.

11. Indemnification

Contractor agrees to indemnify and hold harmless the Village, its officers, agents, employees, contractors and subcontractors, successors and/or assigns from any and all claims, actions, losses, damages, liabilities, judgments, and expenses, including reasonable attorney's fees, which arise out of Contractor's operations under this Agreement. Contractor assumes responsibility for auto loss, damage, theft, and any other injuries/accidents resulting from the actions or negligence of Contractor.

12. Insurance

- a. During the term of this Agreement, Contractor shall maintain in full force and affect the following types of insurance at the following limits:
 - i. Worker's Compensation covering operations in New York State. Evidence must be provided on a C-105.2. Waiver of Subrogation to be included;
 - ii. N.Y.S. Disability, covering all employees. Evidence must be provided on a DB 120.1;
 - iii. Commercial General Liability Policy, with limits of no less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate limits for bodily injury and property damage;
 - iv. Umbrella Liability, with limits of no less than \$1,000,000 Each Occurrence/\$1,000,000 Aggregate, including coverage for General Liability, Automobile, Workers Compensation; and
 - v. Automobile Liability insurance in the amount of \$1,000,000 Combined Single Limit per accident for Bodily Injury and Property Damage liability including coverage for Owned, Non-Owned, and Hired automobiles, and "hook liability" (while being towed).
 - vi. Garage Keepers legal liability insurance on a direct primary basis in the amount of no less than \$100,000.
- b. Insurance certificates for the above-described policies shall name the Village of Croton-on-Hudson as an additional insured on a primary and non-contributory basis and waiver of subrogation to be included in the favor of the Village.
- c. Contractor shall have its insurance broker provide certificates of insurance to the Village certifying that all required insurance is in force. Certificates of insurance shall include a copy of the insurance policy endorsements or policy provisions including, but not limited to, the following: (1) the Village is included as an additional insured; (2) all insurance will not be canceled or substantially changed without thirty (30) days' prior notice by certified mail to the Village at One Van Wyck Street, Croton-on-Hudson, New York 10520.
- d. Failure of Contractor to maintain the required insurances shall constitute a breach of this Agreement.
- e. The Contractor/Provider acknowledges that failure to obtain such insurance on behalf of the Village of Croton-on-Hudson constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Village of Croton-on-Hudson. The failure of the Village of Croton-on-Hudson to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Village of Croton-on-Hudson.

13. Termination

- a. The Village may terminate the Agreement at any time without cause upon providing the Contractor with thirty (30) days' written notice.
- b. The Village may terminate the Agreement immediately for cause.

14. Governing Law

This Agreement shall be governed by the Laws of the State of New York.

15. Notice

All notices provided for herein shall be deemed to have been properly made when deposited, postage prepaid, in certified first-class U.S. Mail with return receipt requested, or with a reputable courier or delivery service which provides delivery confirmation, such as FedEx, UPS, or Priority Mail, addressed to the relevant party at its address below:

Village:

Village Manager
1 Van Wyck Street
Croton-on-Hudson, NY 10520

Contractor:

16. Independent Contractor

In performing the services and incurring expenses under this Agreement, Contractor shall operate as, and have the status of, an independent contractor and shall not act as an agent or employee or be an agent or employee of the Village. Accordingly, Contractor may not make any claim, demand, or application to or for any right based upon any different status.

17. Entire Agreement

This Agreement and the Exhibit annexed hereto constitutes the entire contract between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether written or oral, of the parties. There are no representations, warranties, or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein.

18. Assignment

Contractor shall not assign its rights or delegate its duties under this Agreement.

19. Modifications

This Agreement may be amended, but only in writing, signed by the parties hereto.

20. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall comprise one and the same instrument. This Agreement may be executed electronically, and signatures received electronically shall be deemed of the same force and effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

VILLAGE OF CROTON-ON-HUDSON

By: _____

[CONTRACTOR]

By: _____

Schedule A

Towing Rates for the Village of Croton-on-Hudson

Vehicle Tow Rate

Passenger Vehicle (gas/hybrid):	\$175
SUV/Van:	\$200
All-Electric Vehicles:	\$250

Accidents

Clean-Up Scene:	Up to \$75
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Storage

Daily Storage:	\$75 per day
Secure Storage:	\$95 per day

Heavy Duty Tow Rates

18,000 lbs and under:	\$150 per hour
18,001 to 32,999 lbs:	\$175 per hour
33,000 to 80,000 lbs:	\$225 per hour