

TOW SERVICE PROVIDER AGREEMENT

This **TOW SERVICE PROVIDER AGREEMENT** (“Agreement”) is made and entered into this 21st day of March **2023**, by and between **RIDGE TOWING & RECOVERY**, 4512 W. Ridge Road, Gary, Indiana 46408 (“Contractor”) and the **TOWN OF MUNSTER**, a municipal entity, 1005 Ridge Road, Munster, Indiana 46321 (“Town”).

1. **Purpose.** The purpose of this Agreement is to provide towing and storage of vehicles removed and impounded by the Town from its Centennial Park parking lots (2) located at 1005 South Centennial Drive, Munster, Indiana 46321 (“Property”) under the following terms, provisions, conditions, and restrictions.
2. **Term.** The term of this Agreement shall commence on March ~~15~~ **21**, 2023 (“Effective Date”), and end on December 31, 2023 (“Initial Term”), and thereafter, may renew for four (4) successive one (1) year terms (each successive term being an “Extension Term” from January 1 to December 31) upon written mutual agreement of the Town and Contractor no later than ninety (90) days prior to the expiration date of the term immediately preceding.
3. **Service Required of Contractor.** When summoned to the Property by the Town, its metered parking management service, or its designee, to remove and impound a vehicle that is currently on the Property in violation of the metered parking ordinance, §54-226 of the Munster Municipal Code, Contractor shall comply as follows:
 - a. Contractor shall be available to provide towing services between the hours of ~~5:00~~ **7:00** AM and 9:00 PM (CST), seven (7) days per week, from April 1 to October 31, regardless of weather conditions. Dates and hours for additional towing services within the term of this Agreement may be agreed to separately, in writing, by the parties.
 - b. Contractor shall maintain an adequate lighted, secured, enclosed, and fenced storage lot or facility for the storage and safekeeping of all vehicles in violation of the metered parking ordinance and towed at the request of the Town. Said lot or facility shall be large enough in area to store the vehicles towed and impounded by Contractor within its confines at all times. All impounded vehicles must be immediately secured within Contractor’s facility.
 - ~~c. Contractor shall provide a safe place on its lot or facility for securing items of personal property that are found inside an impounded vehicle towed to its storage lot and shall maintain a procedure for properly identifying said property as belonging to any certain vehicle being stored.~~
 - d. Exclusive of legal holidays, Contractor’s storage lot or facility shall be open to the public and have a representative ~~on premises available~~ from at least ~~8:00~~ **9:00** AM to 5:00 PM (CST) Monday through Friday ~~and provide availability by appointment on Saturdays~~ to release impounded vehicles. Hours of operation for the storage facility shall be posted in a conspicuous place at Contractor’s business.
 - e. Contractor shall arrive at the Property within twenty (20) minutes from the time it was notified by the Town’s contracted metered parking management service.
 - f. Contractor shall lift, push, pull, and remove the vehicle from the Property to Contractor’s authorized storage lot or facility in accordance with this Agreement.

- g. Contractor shall remove and impound said vehicle to its authorized storage lot or facility to be held and protected at Contractor's lot unless directed otherwise by the Town.
- h. If the assistance of a police officer is needed during removal of a vehicle from the Property, the Contractor shall contact Lake County Consolidated Dispatch at (219) 660-0000 to request assistance.

4. **Tools and Equipment Required of Contractor.**

- a. Adequate tools, equipment and labor needed to perform the services required of Contractor quickly, efficiently, and in a workmanlike manner, shall be supplied by Contractor at its own expense.
- b. Equipment and vehicles used by Contractor shall be kept clean, well maintained, fully operation and free from obnoxious sounds, or odors at all times, and must be parked legally and properly when not in use.
- c. Equipment and vehicles shall be available in case of breakdown in order to avoid delay in providing towing service. Contractor shall replace old, worn, and obsolete equipment and purchase equipment as needed and shall at all times have available the tools and equipment so as to provide the services identified herein.
- d. Contractor's vehicles shall be clearly marked with the company's name and town/city of origin on both sides permanently affixed in letters that are easily legible and of a color that stands out against the background of the vehicle.
- e. Contractor's vehicles used for tows in accordance with this Agreement shall be registered to and insured by Contractor. No subcontracting is allowed.

5. **Standards for Service.** It is the desire of the Town to avoid potential problems and to secure widespread public approval of Contractor's services and toward this purpose, Contractor agrees to abide by the following:

- a. Contractor shall provide service within the Town regardless of race, creed, color, sex, religious preference, age, physical disability, national origin, ancestry, or apparent financial ability to pay or any other status protected from discrimination under the provisions of the Indiana Human Rights Act, as amended from time to time, and other applicable federal and state laws.
- b. Contractor and its employees shall not solicit directly or indirectly or accept any gratuity in any form from any person for services required to be performed by Contractor pursuant to this Agreement. Contractor and its employees shall not enter into any agreement or arrangement with any person, contrary to the terms of this Agreement.
- c. Contractor is required to keep an active business telephone listing and address online by which it may be contacted, as well as with the Town and Lake County 911 Consolidated Dispatch.

- d. Contractor and its employees are required to comply with all traffic and other laws, and most particularly, shall ensure that all vehicles are properly equipped with safety and warning devices and all employees are wearing appropriate safety equipment and are properly licensed and insured.
 - e. Contractor will be responsible for clean-up of all spills and lost loads from its trucks.
 - f. Contractor must have the experience and capacity to dispose of unclaimed vehicles in accordance with Indiana Law.
6. **Contractor's Insurance:** Contractor shall secure and maintain insurance as set forth below. All coverages shall be from a company authorized to do business in Indiana with an AM Best rating not less than A-VII. The following standards are a required minimum:
- a. Commercial General Liability Coverage
 - 1. \$1,000,000 per occurrence
 - 2. \$2,000,000 general aggregate
 - b. Commercial Automobile Liability Coverage
 - 1. \$1,000,000 combined single limit
 - ~~c. Workers Compensation Coverage
 - 1. Statutory limits
 - 2. Employer's liability limits of \$500,000/\$500,000/\$500,000~~
 - d. Umbrella or Excess Liability
 - 1. \$1,000,000 per occurrence
 - 2. \$1,000,000 general aggregate
 - 3. Coverage shall follow form of the general liability and automobile liability coverages provided herein.
 - e. The Contractor shall name the Town of Munster and Asta Parking, Inc. (the Town's contracted metered parking management service) as additional insureds on a primary and non-contributory basis on all required policies of insurance.
 - f. Contractor shall furnish the Town certificates from its insurance carriers showing the names of the companies issuing said policies, expiration dates, policy numbers and other pertinent information. Said certificates shall further state that the Town be notified thirty (30) days before cancellation of any insurance.
7. **Indemnity by Contractor.** The Town, its agents and employees, and Asta Parking, Inc. (the Town's contracted metered parking management service) shall not be liable for any loss, damage, injuries or other casualties of any kind or by whomever caused to the person or property of anyone, including Contractor, arising out of or resulting from the performance of this service, whether due in whole or in part to negligent acts or omissions of Contractor, its agents and employees; and Contractor for itself, and its successors and assigns, does hereby agree to indemnify and hold the Town, and its agents and employees, and Asta Parking, Inc. and its agents and employees, harmless from and against all claims, demands, liabilities, suits or actions, (including all reasonable expenses

and attorney's fees incurred by the Town and Asta Parking, Inc. in connection therewith), for such loss, damage, injury, or other casualty. The Town of Munster and Asta Parking, Inc. are not responsible or liable for any vehicle or personal property once vehicle is towed.

8. **Towing Fees.** Contractor shall charge the amounts approved and established by the Munster Town Council in Sec. 54-75 of the Town of Munster Municipal Code, and outlined herein, for towing, removal, and storage of vehicles.

a. **Towing Fee Schedule**

Services Provided	Rate Per Vehicle Fee
Standard tow	\$ 200.00
Motorcycle rack or tie down	Additional \$ 50.00
Standard winch and tow	Up to \$ 75.00 (in addition to tow)
Standard winch only	\$ 150.00
Disconnect linkage (no keys)	\$ 25.00
Storage per day outside	\$ 50.00
Storage per day inside	\$ 75.00
Two or more trucks used	Two call-outs
Vehicles over one ton and/or use of specialized recovery unit	Fee to be determined by towing service provider
After hours vehicle release	\$ 50.00

- b. All towing, removal, and storage fees shall be charged to the owner, lienholder, or person otherwise lawfully entitled to possession of the impounded vehicle.
- c. Storage fees ~~shall not be charged until a vehicle has been impounded for at least 24 hours begin~~ when a towed vehicle arrives at the towing contractor's storage lot and goes by calendar day.
- d. Contractor shall provide the owner of each towed vehicle with an itemized bill. Copies of all itemized invoices issued to vehicle owners in accordance with this Agreement shall be provided by Contractor to the Town of Munster Park Board on a monthly basis.
- e. Contractor shall conspicuously post the Town of Munster Towing Fee Schedule in all of its offices and tow yards. In addition, Contractor shall provide a copy of the Town of Munster Towing Fee Schedule and the location, days, and hours of operation of its storage lot to the owner of the vehicle at the time the tow is executed if the owner of the vehicle is at the site of the tow.
- f. Any verified overcharge in excess of the fees stated in subsection 8(a) of this Agreement shall be grounds for termination of this Agreement and the services of Contractor upon completion of an investigation and a hearing before the Town of Munster Park Board.
- g. Under no circumstances shall the Town or its contracted metered parking management service be liable for the towing, removal, or storage fees for any vehicle impounded by Contractor. Further, neither the Town nor its contracted metered parking management service shall be liable for a call-out fee to the

Contractor if the violating vehicle is no longer on the Property for any reason upon Contractor's arrival.

9. **Release of Impounded Vehicles.** The duly registered owner, lienholder, or person otherwise lawfully entitled to possession of the impounded vehicle may obtain release of said vehicle upon payment directly to Contractor of the posted and approved towing, removal, and storage fees and charges, only.
 - a. The Town of Munster Police Department WILL NOT issue a tow release for a vehicle towed per this Agreement for a violation of the metered parking ordinance at §54-226 and §54-230 of the Munster Municipal Code. As a result, presentation of a tow release SHALL NOT be required by Contractor as a condition of release of an impounded vehicle towed per this Agreement.
 - b. Payment of the outstanding parking fees/fines by the owner or operator of the impounded vehicle is NOT required for release of an impounded vehicle and Contractor SHALL NOT require proof of payment of the same.
 - c. Under no circumstances shall Contractor accept payment of the outstanding parking fees/fines from or on behalf of the owner or operator of an impounded vehicle. All parking fees/fines shall be paid directly to the Town's contracted metered parking management service, per §54-225 of the Munster Code of Ordinances, and not to Contractor.
10. **Termination and Cancellation.** Either party may terminate this Agreement upon sixty (60) days written notice.
11. **Indiana State Law:** Pursuant to Indiana Code 22-5-1.7-11, Contractor shall enroll in the E-Verify program and verify the work eligibility status of all newly hired employees through the E-Verify program. Contractor is not required to verify the work eligibility status of new employees through E-Verify if this program ceases to be in existence during the duration of this Agreement, however Contractor is required to sign an affidavit affirming that Contractor does not knowingly employ unauthorized aliens. Additionally, I.C. 5-22-16.5 provides for Disqualification of Contractors Dealing with the Government of Iran.
12. **General Provisions.**
 - a. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any prior communication and understandings between the parties;
 - b. **Written Amendments.** The provisions of this Agreement may not be amended except by a written instrument signed by both parties; and,
 - c. **Contract Not Assignable.** This Agreement shall not be assigned, nor shall any part of the contracted services be performed by another company without first obtaining the written consent of the Town.
 - d. **Choice of Laws.** This Agreement is governed by the laws of the State of Indiana.

- e. Notices. Any notices to be provided hereunder shall be in writing and sent to the other party at its principal place of business as noted in this Agreement or at such other addresses as are specified by written notice mailed by certified mail, overnight courier with tracking, or by hand delivery during normal business hours.

In the case of Contractor: Ridge Towing & Recovery
Attn: Rusty Pleasant, Owner
4512 W. Ridge Road Gary,
Indiana 46408
Ph. (219) 741-4204

In the case of the Town: Town of Munster Park and Recreation
Attn: Mark Heintz, Director
1005 Ridge Road
Munster, IN 46321
Ph. (219) 836-6925

Copy to: Town of Munster
Attn: Dustin Anderson, Town Manager
1005 Ridge Road
Munster, IN 46321
Ph. (219) 836-6905

or to such other address as either party may designate by written notice complying with the terms of this paragraph.

- f. Invalidity. If any provision of this Agreement or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid or unenforceable under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, invalid or unenforceable, but the remainder of such provision, and this Agreement shall not be invalidated or rendered unenforceable thereby, and shall be given full force and effect so far as possible.
- g. Authority. Each party hereby represents to the other party that it has the right, power, authority, and financial ability to enter into this Agreement and to perform its obligations under this Agreement, and that it is not restricted by contract or otherwise from entering into and performing this Agreement.
- h. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, collectively and separately, shall constitute on and the same agreement.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties understand and agree to the terms of this Agreement and have executed this Agreement below as evidence thereof.

CONTRACTOR: **RIDGE TOWING AND RECOVERY**

Date: _____ By: _____
RUSTY PLEASANT, OWNER

TOWN: **TOWN OF MUNSTER**

Date: _____ By: _____
ROBYN PAULSEN, PRESIDENT
MUNSTER BOARD OF PARKS AND RECREATION