

**Professional Motor Vehicle Towing and Storage
Services Agreement**

This Professional Motor Vehicle Towing and Storage Services Agreement ("Agreement") is entered into this ____ day of _____, 2025 ("Effective Date") by and between the City of Forest Park, Georgia ("City"), a Georgia municipal corporation, and New Image T & R, LLC ("Contractor").

WITNESSETH:

Whereas, the City, as it performs various governmental functions, frequently has the need to call upon the services of a person or entity engaged in the towing and storage of motor vehicles ("tow truck operator");

.Whereas, the City has determined that there is a need to establish an on-going, working relationship with a single tow truck operator to ensure the provision of prompt, effective and safe towing service at the lowest cost;

Whereas, the Charter of the City of Forest Park, including but not limited to Sections 1.13(8) and 1.13(15) therein, authorizes the City to enter a contract with a person or entity engaged in the towing and storage of motor vehicles for the purpose of removing such vehicles in violation of law from public streets and rights of way, public property, and other areas within the municipal limits of the City; and

Whereas, Contractor is desirous and capable of providing the aforesaid towing and storage service.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the City and Contractor agree as follows:

Section 1. Scope of Services.

- A. In accordance with the terms of the Agreement and the benefits and fees set out herein, Contractor shall pick up, transport, and safely store for later lawful disposition motor vehicles, trailers or parts of motor vehicles or trailers (collectively, "Motor Vehicles") from public streets or rights of way, public property and private property within the municipal limits of the City, pursuant to a specific request from the City of Forest Park Police Department ("FPPD"), any 911 telecommunicator, the City of Forest Park Fire Department or any other authorized agency, officer, or manager of the City (collectively, "Requestors"). The situations in which any Requestor may request from Contractor such pick up, transportation, and storage include, but are not limited to: a Motor Vehicle that is parked illegally; a stolen Motor Vehicle; a Motor Vehicle that has been abandoned by the owner thereof; a Motor Vehicle that is disabled on a public street, alley, or highway and the owner has failed or is unable to provide for the expeditious removal therefrom; a Motor Vehicle that has been impounded by FPPD under the provisions of State or Federal law or the City's Code of Ordinances; a Motor Vehicle that has been ordered removed from private property pursuant to a court order; a Motor Vehicle that has been ordered removed from public or private property by the City under the provisions of State or Federal law or the City's Code ("Code"); and a Motor Vehicle that has been taken into custody by the City under the provisions of State or Federal law or the City's Code.
- B. In addition to any other duties imposed under this Agreement, Contractor shall pick up and transport any Motor Vehicle (which term, for the purposes of this paragraph, shall include a truck with a maximum weight of one (1) ton and any heavy duty vehicle or equipment) owned by the City

pursuant to a specific request from any Requestor. If requested, Contractor shall also safely store any such Motor Vehicle for later retrieval by the City or for other lawful disposition. Contractor shall not impose any monetary charge upon the City for any pick-up, transportation, or storage services that it provides to the City pursuant to this paragraph.

- C. Contractor shall be open for business or available by telephone number 24 hours per day each day of the year in order to respond to all calls for service made by any Requestor within twenty (20) minutes of the receipt of any such call.
- D. In performing its pick-up and transport of a Motor Vehicle from the site of a collision on a public street or way, Contractor, to the extent permitted by State or Federal law, shall use absorbent material to clean up all vehicle fluids (including oil, gasoline, diesel fuel, hydraulic fluid, brake fluid, transmission fluid, radiator fluid and battery acid) spilled at the site because of the collision. Contractor is also required to remove the absorbent material from the public street or rights of way following said clean up. The obligations under this paragraph shall not apply to any situation where the chief law enforcement official at the site of the collision prohibits Contractor from performing these obligations or orders Contractor to leave any hazardous materials on the scene due to dangerous conditions. Contractor is required to clean up all debris from the site of a collision from which it picks up and transports a Motor Vehicle but shall obtain the permission of the chief law enforcement official on the scene before touching, moving, or removing any material that may be considered to have evidentiary value. Contractor shall also comply with state law, including but not limited to O.C.G.A. § 40-6-276, when towing a vehicle from the scene of a collision.
- E Contractor shall keep a written record of all Motor Vehicles that it picks up, transports and/or stores under this Agreement for a period of not less than three (3) years from the date that it picks up, transports and/or stores any Motor Vehicle. The record shall contain the following information:
 - 1. Date and time that each a Motor Vehicle was picked up, transported and/or stored.
 - 2. Name of the towing company driver and helper;
 - 3. License tag number of each Motor Vehicle that is picked up, transported and/or stored.
 - 4. If applicable, the make, the model and the model year of each Motor Vehicle that is picked up, transported and/or stored.
 - 5. If applicable, the vehicle identification number of each Motor Vehicle that is picked up, transported and/or stored.
 - 6. Physical address of the location from which each Motor Vehicle was towed.
 - 7. Physical address of the location to which each Motor Vehicle was towed.
 - 8. Date and time of arrival at the impound lot.
 - 9. Cost for towing of the vehicle.
 - 10. Cost of storage of the vehicle.
 - 11. Any other authorized applicable charges with reference to the Department of Public Safety's Nonconsensual Towing Maximum Rate Tariff provisions authorizing such fees or charges.
 - 12. Date and time of release to owner.
 - 13. Any other information that FPPD should direct Contractor to record and maintain about any Motor Vehicle that is picked up, transported and/or stored.

- F. Any damage or injury to any person, any personal property, or any real property caused directly or indirectly and wholly or in part by Contractor in the process of hooking, lifting, unhooking, transporting, towing, storing, or releasing a Motor Vehicle shall be the sole responsibility of Contractor. Contractor specifically agrees to indemnify and hold the City harmless from any damage or injury caused to any person, any personal property, or any real property caused, directly or indirectly and wholly or in part, by Contractor in performing said services.

Section 2. Term of Agreement.

This Agreement shall commence on the Effective Date and shall expire on June 30, 2026, unless terminated earlier in accordance with the provisions herein ("Initial Term"). After the expiration of the Initial Term, this Agreement shall automatically renew for two (2) subsequent annual terms, unless either party sends a signed written notice of non-renewal or unless this Agreement is terminated earlier in accordance with the provisions herein ("Renewal Term(s)").

Section 3. Non-Assignability of Contract.

During the term of this Agreement, Contractor shall not subcontract, assign, transfer, or otherwise alienate its rights and duties under this Agreement without the express written consent of the City, nor shall the ownership of the controlling interest in shares and management of Contractor's business entity be changed without the express written consent of the City. A violation of this section shall, at the sole option of the City, be grounds for the immediate termination of this Agreement upon written notice of such election by the City to Contractor.

Section 4. Indemnification.

To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend the City, its officials, agents, employees, and representatives ("Indemnitees") from and against any all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) to the extent arising out of any act or omission of Contractor, its agents, its subcontractors or its employees in the performance of this Agreement except for such claims that arise from any Indemnitee's actions.

Section 5. Insurance.

A. Contractor shall, at its own cost and expense, obtain and maintain worker's compensation and commercial general liability insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia. The minimum limit for worker's compensation insurance shall be the statutory limit for such insurance. The minimum limits for commercial general liability insurance, which must include personal liability coverage, shall be one-million dollars (\$1,000,000) per person and one-million dollars (\$1,000,000) per occurrence for bodily injury and one-million dollars (\$1,000,000) per occurrence for property damage. In addition to the above general coverage, Contractor shall maintain professional liability insurance coverage with limits of two-million dollars (\$2,000,000) per occurrence and in aggregate.

B. Contractor shall provide certificates of insurance evidencing the coverage required herein at the beginning of the term of this Agreement. Moreover, at any time during any term of this Agreement, upon the request of the City, Contractor shall provide proof sufficient to the satisfaction of the City that such insurance providing the coverage required herein continues in force and effect. Continuous insurance coverage as required by this Section is an essential term of this Agreement.

Section 6. Posting of Rates.

All rates for the towing and storage by Contractor of Motor Vehicles performed under this Agreement shall be posted at Contractor's place of business where such Motor Vehicles are stored during impoundment. In addition to these rates, the posting required under this Section shall also identify any other charges imposed by Contractor upon a Motor Vehicle towed or stored pursuant to this Agreement. Contractor's rates are attached hereto as Exhibit A.

Section 7. City Not Liable for Charges and Fees.

No clause or provision in this Agreement shall be construed to impose any liability on the City to Contractor for the payment of any charge for the towing or storage of Motor Vehicle. If the City holds a Motor Vehicle in its own impound lot, the City may require a person seeking to reclaim the Motor Vehicle to pay to Contractor any outstanding towing fee owed to Contractor related to such Motor Vehicle. However, the City shall incur no liability to Contractor in the event it releases any such Motor Vehicle without the payment of such outstanding fee to Contractor.

Section 8. Release of Vehicles.

Contractor hereby agrees to release Motor Vehicles, which are stored pursuant to this Agreement, upon any of the following conditions being met by a person who has a lawful entitlement to possession of the vehicle:

- A. Payment of all towing and storage liens;
- B. An order by FPPD authorizing release of the vehicle at no charge to the person entitled to possession;
- C. Vehicles which are the subject of a State-filed forfeiture action in any Court with proper jurisdiction shall be released as ordered by the Court at no cost to the City or any law enforcement agency responsible for the impound or receiving the forfeited vehicle.

Section 9. Storage Facilities and Related Services to be Provided by Contractor.

In addition to Contractor's duties and obligations imposed by Section 1 of this Agreement, Contractor shall also perform or satisfy the requirements of this Section. Contractor, shall provide, without cost or set-off against the City, the following:

- A. Provide necessary forms, records and documents to keep an accurate memorial of each transaction made in performance of this Agreement and institute adequate accounting and auditing procedures approved by the FPPD and/or the Finance Director of the City.
- B. As directed by the City, provide such storage facility and maintenance thereof in accordance with standards set forth in the regulations of the Department of Public Safety and the City's Code. There shall be adequate room between all stored Motor Vehicles to make them easily accessible. Additionally, upon request of the FPPD, Contractor shall store a Motor Vehicle in an area segregated from other impounded vehicles and in a location to which only authorized law enforcement personnel shall be admitted access or tow upon request to a City-

owned, City-controlled, or City-operated storage lot. Said request by the FPPD may be made for any Motor Vehicles impounded for evidence. The segregated area of Contractor's storage lot shall be accessible only to Contractor's employees or agents or authorized law enforcement agents.

- C. Contractor shall have at least one employee or agent on duty at the Motor Vehicle storage area at all times and shall have a telephone at such location.
- D. Secure all necessary state and local licenses and permits and comply with all applicable laws.
- E. Provide not less than one (1) tow truck, which meets all regulations of the Georgia Department of Public Safety, as currently existing and as hereafter amended. Contractor shall furnish necessary manpower to man such tow truck(s) vehicles to provide towing service on a twenty-four (24) hour a day basis every day of the year. Assume responsibility for all costs and fees associated with the disposition of all unclaimed Motor Vehicles.
- F. All tow trucks must be equipped with a two-way radio or a cellular telephone to ensure efficient service throughout the towing operation.
- G. All operations shall be in conformance with all applicable federal, state, and local laws and regulations as amended from time to time.
- H. Ensure the security of persons properly on premises utilized by Contractor and of all property coming within the possession of Contractor, its agents or employees incident to the performance of towing and storage services under this Agreement. An inventory of all visible personal property in each impounded Motor Vehicle shall be prepared by an agent of FPPD before the Motor Vehicle is towed from any location and such inventory shall be verified by the tow truck operator at the scene by signature.
- I. In the event that this Agreement is terminated pursuant to Section 2, Section 13, or otherwise, Contractor, upon request of the FPPD, shall transport any Motor Vehicle that previously was picked up and transported pursuant to a specific request of a Requestor and presently is stored at Contractor's place of business to a location identified by the FPPD. In addition, Contractor shall provide to the FPPD a copy of all records and documents that it possesses concerning any such Motor Vehicle. Contractor shall not impose any monetary charge upon the City for its performance of any duties or obligations under this paragraph. Contractor shall fulfill all duties and obligations under this paragraph within five (5) calendar days following the request of the FPPD.
- J. The City shall have at its sole discretion, the right to enter into agreements with other towing service operators.
- K. No person shall drive or be permitted to drive a tow truck for Contractor unless said person shall have a current valid driver's license issued by the State of Georgia and a non-consensual towing permit required by O.C.G.A. §44-1-13 issued by the Georgia Department of Public Safety. Such driver's license and towing permit shall be displayed immediately by such person upon request.
- L. Contractor shall conduct pre-employment drug testing of all drivers who will provide towing services pursuant to this Agreement. Contractor shall require all employees and agents operating tow trucks on calls pursuant to this Agreement to undergo random drug testing. No person testing positive for drugs or alcohol on either pre-employment testing or random drug testing shall be allowed to respond

to calls for towing and storage services made by the City pursuant to this Agreement. Contractor shall provide the City with a copy of its policies and procedures regarding drug testing.

M. Contractor shall not hire any driver to perform services under this Contract who does not meet the requirements of any applicable regulation of the Georgia Department of Public Safety.

Section 10. Inspections by City.

FPPD, or any agent authorized by FPPD, may perform inspections of the operations, equipment, premises used, procedures, and such other matters used by Contractor to meet its duties and obligations under this Agreement. Contractor shall, at reasonable times and upon reasonable notice, make all its premises, equipment, records, facilities, and personnel available for such inspections.

Section 11. No Partnership or Joint Venture with City.

Nothing herein contained shall be deemed or construed to create an agreement of agency, partnership, employment, or joint venture, between the parties hereto, or to create the relation of landlord and tenant between the parties hereto; nor shall Contractor at anytime use the name or credit of the City in purchasing or attempting to purchase, any fuel or equipment, supplies, services or any other thing whatsoever.

Section 12. Taxes and Licenses.

Contractor shall pay all taxes of whatever character, which are legally levied upon Contractor's vehicles, facilities, operations or premises. Contractor shall obtain and pay for all licenses or permits necessary or required by law for the construction of improvements, the installation of equipment and furnishings, and any other license necessary for the conduct of its operations hereunder.

Section 13. Termination.

The City may at any time by written notice terminate all or any part of this Agreement for the City's convenience. If this Agreement is terminated, in whole or in part, for the City's convenience, the Contractor shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual and reasonable cost paid by the Contractor for the actual goods and labor reasonably used by the Contractor to perform the work under this Agreement to the effective date of termination; provided that no amount shall be paid to the Contractor for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to the Contractor's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.

Section 14. Compensation.

Contractor shall pay the City forty dollars (\$40.00) for each Motor Vehicle that it tows and/or stores at the request of the City. All amounts due to the City under this Paragraph shall be made monthly, delivered to FPPD. Such payments shall be due within ten (10) days after the end of the month in which the vehicle was released or sold. The City shall have the unrestricted right to examine or audit all documents in Contractor's possession or control that evidence the number of Motor Vehicles released and the amounts paid or owed to the City pursuant to this Paragraph. The City's examination and audit rights under this Paragraph shall not expire upon the expiration or the termination of this Agreement.

Section 15. Maximum Charges/Rates.

Contractor shall only charge its lawful and posted rates and Contractor's maximum charges and rates shall comply with all state and local laws including the Georgia Department of Public Safety Transportation Rule 570-601. Rates are included as Exhibit A.

Section 16. Venue and Applicable Law.

The City and Contractor agree that any dispute which may arise between them arising out of or in connection with this Agreement shall be adjudicated before a court located in Clayton County, Georgia. The City and Contractor hereby submit to the exclusive personal jurisdiction of the courts of the State of Georgia located in Clayton County, Georgia, with respect to any action or legal proceeding commenced by any party to this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia. In the event of ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party on the basis that such party did or did not authorize the same.

Section 17. Notices.

Notices to the parties hereto shall be in writing, personally served, faxed with receipt confirmation, or sent by first class United States mail with return receipt to:

City of Forest Park, Georgia
Attn: City Manager
745 Forest Pkwy
Forest Park, Georgia 30354

Section 18. Complete Agreement.

This Agreement expresses the entire understanding and complete agreement between the City and Contractor concerning the subject matter hereof. Neither the City nor Contractor has made or shall be bound by any agreement, statement, or any representation to the other concerning the subject matter here of which is not set forth in writing in this Agreement.

Section 19. No Waiver or Modification.

No waiver or modification of this Agreement or any covenant, condition, or limitation herein contained shall be valid unless by written amendment duly executed by the parties hereto. No evidence of waiver or modification shall be received in evidence of any proceedings or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The parties further agree that the provisions of this paragraph may not be waived except as herein set forth.

Section 20. Independent Contractor Status.

The parties hereby acknowledge and covenant that Contractor is an independent contractor and will act exclusively as an independent contractor and not as an employee of the City in performing the duties hereunder. The parties do not intend and will not hold out that there exists any relationship among the parties other than that of an independent contractor relationship.

Section 21. Validity.

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

Section 22. Waiver.

The failure or neglect of the City to insist, in any one or more instances, upon the strict performance of any of the terms or conditions of this Agreement, shall not be construed as a waiver of such term or condition nor the relinquishment in the future of such term or condition, but such term or condition shall continue in full force and effect.

Section 23. Federal Work Authorization Program.

Contractor shall participate in the federal work authorization program throughout the period of this Agreement, as provided in OCGA §13-10-91. Contractor shall be required, at the time of this Agreement is executed, to provide a signed, notarized affidavit, attesting that it has registered with, is authorized to use, and uses the federal work authorization program and that it will continue to use the federal work authorization program throughout the entire period of this Agreement.

IN WITNESS WHEREOF, both parties have set their hand and seal on the Effective Date first written above.

CITY OF FOREST PARK, GEORGIA:

By: _____

Name: Angelyne Butler

Title: Mayor

NEW IMAGE T & R, LLC:

By: _____

Name: Christopher Welchel

Title: Owner

ATTEST:

_____(SEAL)
City Clerk

EXHIBIT A

1. Rate Structure

The parties agree to maintain the current New Image Towing price list as follows:

Service Type	Rate
Light Duty Tow	\$200.00
Medium Duty Tow	\$450.00
Heavy Duty Tow	\$650.00
Tractor and Trailer Tow	\$950.00
Light Duty Storage (After 24 Hours)	\$40.00
Medium Duty Storage (After 24 Hours)	\$50.00
Heavy Duty Storage (After 24 Hours)	\$75.00
Tractor and Trailer Storage (After 24 Hours)	\$150.00
Heavy Duty Recovery	Billed on a case-by-case basis
Police and Fire Light Duty (City-Owned)	No Charge
City Vehicles – Light Cars, SUVs, Trucks	No Charge
City Vehicles – 6 Wheels or More	\$250.00 Flat Rate

2. City Administrative Fee

A \$50.00 administrative fee will be added to all vehicles that are impounded and released. This fee will be paid directly to the City of Forest Park.

3. Response Time Expectation

Contractor agrees to maintain an average response time of 20 minutes or less for all police-initiated tows.

All other terms and conditions of the original agreement shall remain in effect.