



# BLOOMFIELD POLICE DEPARTMENT

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## ON CALL TOWING SERVICES AGREEMENT

By and Between

**The Town of Bloomfield/Bloomfield Police Department,**

Hereinafter "Police Department"

And

\_\_\_\_\_  
(Tow Company Name)

Hereinafter "Operator"

### Maintaining a Place of Business at:

Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Day Phone: \_\_\_\_\_  
Emergency Phone: \_\_\_\_\_

### Owned and/or Operated by:

Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Day Phone: \_\_\_\_\_  
Evening Phone: \_\_\_\_\_

### And Operating an Impound Lot at:

Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

The Town of Bloomfield, acting through its Police Department, and the Operator do mutually agree as follows:

### Term of Agreement:

The initial term of this Agreement shall be from the date of its signing through the subsequent July 1<sup>st</sup>. The Police Department shall have the option to, or not to, renew this Agreement annually, at the sole discretion of the Police Department.

### Modifications to this Agreement:

The Police Department reserves the right to modify towing procedures upon seven (7) days written notice to the Operator. The Operator agrees to be bound by said modifications unless they provide the Police Department with written notice of the Operator's election to be removed from the Rotation Wrecker List within seven days of the Police Department's notice. The Police Department is not obligated to notify the Operator in writing of modifications to towing procedures mandated by changes in The Connecticut General Statutes or Regulations instituted by the Connecticut Department of Motor Vehicles if in conflict with the procedures set forth in this Agreement.

The Police Department reserves the right permanently remove any Operator which it believes is not acting in accordance with this Agreement and/or in the best interests of the Town of Bloomfield.

### Rotation Wrecker List:

The Police Department will maintain a "Rotation Wrecker List" in the police department's Communications Office. This list will be used to call out Wrecker Services on a rotational basis for tows of vehicles not requiring special or heavy-duty equipment not typically carried by wreckers on the list.

Wrecker Services will be moved to the bottom of the Rotation Wrecker List upon:

- Accepting a towing assignment;
- Declining a towing assignment;
- Inability to provide necessary equipment for a towing assignment;
- Failing to contact the Police Department within five (5) minutes of a call or page; or,
- Failing to arrive on scene within twenty (20) minutes of the towing assignment.

When a wrecker has been cancelled enroute to a call for service, after having been dispatched by the Police Department, that Wrecker Service will be returned to the top of the Rotation Wrecker List.

The Police Department reserves the right to contact any wrecker service for any tow without regard to the Rotation Wrecker List when in the department's sole discretion, circumstances warrant.

**Scope of Work:**

The Operator will provide on-call towing services twenty-four (24) hours a day, seven (7) days a week including holidays, subject to the Rotation Wrecker List maintained by the Police Department.

The Operator will provide one or more telephone numbers, monitored twenty-four (24) hours a day, (7) seven days a week, including holidays, for contacting the Operator or its authorized representative employee for towing service calls. Numeric or voice paging devices will satisfy this requirement. The Operator or his representative employee must call the Police Department within five (5) minutes of any page.

The Operator will provide on-scene service within twenty (20) minutes of being assigned a call for service.

The Operator will take all necessary and reasonable precautions to minimize damage to any vehicle being recovered or being towed to an approved impound lot or other location at the request of the police department or vehicle owner.

The Police Department, via its authorized agent, reserves the right to approve or disapprove of towing services in all instances.

The Operator will clear highway surfaces of any debris created by automotive parts or other debris disengaged during a motor vehicle collision, recovery operation or the towing of any vehicle whether from the towed vehicle or any other source to the satisfaction of the officer on scene.

The Operator will use NHTSA or other regulatory agency approved absorbent materials to collect and remove fluids left on the highway during or after a motor vehicle collision whether from the towed vehicle or any other.

The Operator will dispose of contaminated and/or hazardous materials, fluids or like debris in a manner that is safe and in compliance with Connecticut General Statutes and all applicable Federal or State Department of Environmental Protection regulations.

**Wreckers:**

The Operator will maintain wreckers that are in full compliance with all current Connecticut General Statutes and Connecticut Department of Motor Vehicles regulations.

Wreckers are subject to inspection at any time by the Police Department for compliance with Department of Motor Vehicle Regulations.

**Operation of an Impound Lot:**

Unless expressly exempted in writing by the Chief of Police, the Operator will maintain an impound lot within the geographical borders of Bloomfield. Any impound lot maintained as required by this Agreement shall provide proper security via fencing, overnight lighting and/or other approved means, subject to inspection at any time by the Police Department.

The Operator shall assume full responsibility for all vehicles and contents of any vehicle that were on or within the vehicle at the time the Operator took possession of the vehicle until it is released to its Owner or authorized Agent.

The Operator will provide for the release of any vehicle towed under the direction of the Police Department, twenty-four (24) hours a day, seven (7) days a week, including holidays. The Operator must provide means for a vehicle's release not more than one hour after a release request is made when such request is made outside regular business hours through the police department. No fee in excess of that allowed by the Connecticut General Statutes or The Connecticut Department of Motor Vehicle's Regulations may be charged for after hour services.

**Licensing and Insurance:**

The Operator shall be licensed with the State of Connecticut as required by the Connecticut General Statutes and Connecticut Department of Motor Vehicles Regulations.

The Operator shall maintain not less than the minimum insurance as mandated by the Connecticut General Statutes and Connecticut Department of Motor Vehicles Regulations.

The Operator shall provide The Town of Bloomfield through its Police Department, a Certificate of Insurance annually, upon renewal of said insurance. Compliance with this provision shall be a prerequisite to being included on the Rotation Wrecker List.

**Indemnification:**

The Operator shall provide wrecker operators that are appropriately trained and qualified to perform all necessary and/or requested services.

The Operator agrees to indemnify and hold harmless the Town of Bloomfield, The Bloomfield Police Department, its agents, employees, or other related persons from any losses, claims, damages, expenses, including attorney's fees as a result of any act or omission on the Operator's part.

**Certification:**

I, \_\_\_\_\_, the \_\_\_\_\_  
of \_\_\_\_\_, have authority to sign this agreement on the behalf of  
the Operator. I have read and understand the terms and conditions of this agreement and agree to comply with  
them fully in consideration of participating as a Rotation Wrecker for the Town of Bloomfield Police Department,  
from this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

For the Operator:

For the Town of Bloomfield/Bloomfield Police Department:

\_\_\_\_\_  
Operator Representative

\_\_\_\_\_  
Chief of Police