

CITY OF JOHNSTOWN, PENNSYLVANIA

RESOLUTION NO. 10516

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA ENTERING INTO AN AGREEMENT WITH FIRST CREDIT RESOURCES TO PROVIDE TOWING SERVICES FOR ABAONDED VEHICLES ON PRIVATE PROPERTY AND AUTHORIZING THE CITY MANAGER AND DIRECTOR OF CODE ENFORCEMENT TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE SAME

WHEREAS, the City of Johnstown is committed to the enforcement of codes in the City of Johnstown; and

WHEREAS, the City desires to remove abandoned vehicles that cause traffic obstructions, loss of property values and are a threat to public health and safety.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Johnstown, that the City Manager and/or Director of Code Enforcement are hereby authorized and directed to execute the attached agreement with First Credit Resources on behalf of the City of Johnstown for the purposes of code enforcement collections related to enforcement of Ordinance No. 5328 and to take any and all actions necessary to effectuate same as provided therein.

ADOPTED: July 13, 2022

By the following vote:

Yeas: Mr. Arnone, Mr. Capriotti, Rev. King, Mr. Britt, Ms. Huchel, Mayor Janakovic

Nays:

Abstain:


Absent: Mrs. Mock



Frank J. Janakovic, Mayor
Michael Capriotti, Deputy Mayor

ATTEST:

I do hereby certify the forgoing is a true and correct copy of Resolution No.10516 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Ethan Imhoff, City Manager



AGREEMENT TO HANDLE ABANDONED VEHICLES AND PRIVATE PROPERTY IMPOUNDS

This agreement is entered this ____ day of _____, _____ between First Credit Resources Inc., (AGENCY) and The City Of Johnstown (DEPARTMENT) whose principal offices are located at 401 Main Street Johnstown PA 15901.

The binding agreement gives First Credit Resources Inc. the authority to enter upon properties and remove any vehicles which is deemed unauthorized, abandoned, illegally parked or inoperable per the terms of Chapter 468 of the Codified Ordinances of The City Of Johnstown Section 468.03 Definitions. Titled "Junked and/or Abandoned Motor Vehicles" as shown on the attached addendum dated:
_____.

The exclusive use of First Credit Resources Inc. by the party named above shall commence on the ____ day of _____, _____ and the contract shall remain in full force until canceled by either party.

First Credit Resources Inc. acts an independent contractor under the direction of the Codes Enforcement Department Of The City Of Johnstown and will use industry standard equipment in the removal and impoundment of vehicles, and take every reasonable effort to avoid damage to any vehicle or property in the removal and impoundment as defined by statute.

The City Of Johnstown (DEPARTMENT), shall fully protect, indemnify and hold harmless and defend Agency resulting from: any proven breach of peace, violation of any federal, state or local law, rule, regulation, or ordinance; or any intentional, unintentional or negligent act or omission or willful misconduct by Department or their officers, agents or employees.

Agency shall fully protect, indemnify and hold harmless and defend Department resulting from any proven breach of this Agreement; the violation of any federal, state or local law, rule, regulation, or ordinance; or any intentional, unintentional or negligent act or omission or willful misconduct of Agency or their officers, agents or employees.



INSURANCE AND BONDS

Agency warrants that it is sufficiently capitalized and insured to protect the Department and Agency from loss as discussed in this Contract. Agency agrees, at its sole cost and expense, to purchase and maintain insurance for itself and those it hires, with insurance companies authorized to do business in the State Of Pennsylvania where work is to be performed, covering all services under this Contract, which will remain in effect during the term of this Contract. The minimum coverage types and amounts are as follows:

Workers Compensation Insurance (if applicable) with statutory limits in compliance with the law or laws of the State of Pennsylvania in which Agency's employees are hired or will work; Commercial General Liability Insurance with ongoing and completed operations with minimum combined single limits of \$1,000,000 per occurrence/\$2,000,000 aggregate. Automobile Liability Insurance with minimum combined single limits of \$500,000 covering all operations necessary or incidental to their towing business, including Garage Keepers Legal Liability, On-Hook, and Drive-Away coverage. Agency shall maintain an Employee Crime and Dishonesty policy which covers dishonest acts of its employees in a minimum amount of \$1,000,000.

Specific Insurance Terms. All such applicable insurance(s) must:

(1) provide for Department to be named as an additional insured via named insured or blanket endorsement(s); (2) be primary and non-contributing and required to respond and pay prior to any other available coverage; and (3) contain a waiver of subrogation in favor of Contractor and its respective parents, affiliates, subsidiaries, officers, directors, and employees as to all applicable coverage(s).

Provide Certificate to Department

Agency will provide Department with a Certificate of Insurance Naming Department as an additional insured with respect to All towing, activities, services, and work contemplated by this Contract. Primary Insurance. All coverage required by this Contract may consist of a combination of primary, excess, or umbrella coverage. All insurance acquired or maintain by Agency as required by this Contract, whether primary, excess, or umbrella coverage, must be primary to any and all insurance maintained by Agency, and must contain an amendment or endorsement acknowledging that any and all insurance of Agency whether primary, excess, or umbrella, is excess to all insurance of Agency. Requests to Modify Insurance. If, at any time during the term of this Contract, Department requires Agency to carry

First Credit Resources Inc.



1466 Frankstown Rd, Johnstown, PA 15902
www.FirstCreditResources.com
814-835-8099

insurance coverage of different types or amounts than specified above, Agency will be requested to modify its insurance coverage to conform to any and all changes. If Agency does not provide the insurance coverage required by this Contract or does not provide any additional coverage as may be required by Department, this Contract will be subject to termination.

MODIFICATION

No other agreement or work order forms can alter the terms of this Contract unless this contract is specifically referred to in writing by name and date. Further, Agency acknowledges that the only person authorized to alter this Contract on behalf of Department is The Director of Code enforcement or the City Director.

First Credit Resources Inc. will assume all responsibilities in the notification of law enforcement agencies in reporting the impoundment of such vehicles.

If any part of this agreement is determined by a court of law to be unenforceable, the remaining parts of this agreement will remain in force. This binding agreement shall be subject to cancellation by either party upon thirty (30) days written notice delivered by fax or Certified U.S. Mail.

Any changes in parking enforcement procedures, such as placing the property on a temporary hold, additional vehicles allowed to park, or enforcement times not included on the original binding agreement and/or addendum must be faxed or delivered Certified U.S. Mail for verification purposes.

First Credit Resources Inc. will follow all laws and statues set by the State of Pennsylvania and any additional Local laws set forth in any ordinance of each municipality. I certify that I am authorized to execute this binding agreement on behalf of the City of Johnstown with First Credit Resources Inc. I also proclaim that First Credit Resources Inc. has not offered any gifts, free services, free products, commissions or the promise of any gifts for the use of their services.

(DEPARTMENT): **City of Johnstown**

X _____
Signature Date

X _____
Printed Name and Title

First Credit Resources Inc.



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(AGENCY): **First Credit Resources Inc.**

X _____
Signature

Date

X _____
Printed Name and Title

**Left Blank
Intentionally**

First Credit Resources Inc.



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CITY OF JOHNSTOWN VEHICLE TOWING REQUEST

First Credit Resources Inc.

1466 Frankstown Road

Johnstown Pa, 15902

(814) 539-3999

Info@firstcreditresources.com will be used to enter account data in our database. Be sure that complete and accurate information is provided. Use a separate addendum for each vehicle tow request under contract.

Location of Vehicle: _____

Make: _____ Model: _____ Color: _____

Full VIN#: _____

Date Stickered: _____

Officer/Employee: _____ Date: _____ Badge#: _____

Signature

Officer/Employee: _____ (please print)