

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is between the Greenfield Board of Public Works and Safety, hereinafter referred to as "Greenfield", and Johnson's Towing, hereinafter jointly referred to as "Johnson's."

WHEREAS, the Greenfield Police Department ("Department") has entered into discussions with Johnson's Towing ("Johnson") regarding the use of impounded operable automobiles that have been transferred to Johnson for short-term undercover activities on an as-needed basis; and

WHEREAS, Johnson has indicated a willingness to allow members of the Department to request and to use impounded operable automobiles that have been transferred to Johnson for short-term undercover activities on an as-needed basis; and

WHEREAS, the Department, by and through the Greenfield Board of Public Works and Safety and Johnson wish to enter into this agreement outlining their respective rights, duties, and obligations for utilization of impounded operable automobiles that have been transferred to Johnson through the legal process and the return thereof which agreement is set forth below.

AGREEMENT

1. Effective upon execution of this agreement, members of the Department, authorized by the Greenfield Police Chief, may contact Johnson to request use of impounded operable automobiles, whose ownership has been transferred to Johnson through the legal process, to use such vehicles for short-term undercover purposes.
2. During utilization of such vehicles by the Department, the Department will maintain insurance through the insurance provider for the City of Greenfield, Indiana, which will cover said vehicle and any damage it may sustain during utilization of any such vehicles by the Department.
3. During utilization of such vehicles by the Department, all operational expenses will be paid for by the Department. However, the Department shall not responsible for the cost to repair any mechanical, electrical or any operational malfunction while the vehicle is in the possession of the Department.
4. Johnson agrees to provide qualified vehicles to the Department, upon request, at no cost to the Department.

5. Any vehicle provided to the Department, pursuant to this agreement, shall be returned to Johnson, when the need for such a vehicle is no longer required by the Department.

6. This agreement may be terminated by either party upon seven (7) days' written notice to the nonterminating party of such termination.

SO AGREED this _____ day of June, 2023.

GREENFIELD BOARD OF PUBLIC
WORKS AND SAFETY

JOHNSON'S TOWING

Mayor Chuck Fewell

By: _____

Title: _____

Katherine Locke

Larry Breese

Kelly McClarnon

Glenna Shelby

Attest: _____

Lori Elmore, Clerk-Treasurer