

## **TOWING AND STORAGE AGREEMENT**

**THIS AGREEMENT** is made and entered into this 26<sup>th</sup> day of November, 2019, by and between the City of Marshall, a municipal corporation, which has an address of 344 West Main Street, Marshall, MN 56258, party of the first part, referred to as “the City,” and “Pulver Motor Service, LLC”, who has an address of 2554 County Road 7, Marshall, MN 56258, party of the second part, referred to herein as “Pulver Motor Service.”

### **WITNESSETH:**

**WHEREAS**, Pulver Motor Service, LLC does operate a business known as Pulver Motor Service which includes the towing and hauling of vehicles; and

**WHEREAS**, the City periodically does need to have vehicles towed and hauled; and

**WHEREAS**, Pulver Motor Service has provided verification to the City, and the City has independently verified that Pulver Motor Service has an area available to be used for storage of impounded vehicles which are towed and hauled. Pulver Motor Service either owns or has leased appropriate and adequate impound area for the storage of vehicles; and

**WHEREAS**, Pulver Motor Service is agreeable to towing and hauling vehicles, as well as impounding them, and the City is agreeable to hiring Pulver Motor Service, LLC for these purposes; and

**WHEREAS**, the parties wish to reduce to writing their understanding of the terms and conditions of this agreement.

**NOW THEREFORE**, it is hereby agreed by and between the parties as follows:

1. Pulver Motor Service agrees to provide towing services for the hauling of vehicles at the request of the City and further agrees to impound those vehicles after they have been hauled. Pulver Motor Service agrees to provide the City with the number of vehicles towed and where each vehicle is towed. This report will be provided to the City Public Safety Department within 24 hours of vehicles towed.

2. The services provided by Pulver Motor Service for the City will commence January 1, 2020 and will continue through December 31, 2021.

3. The City agrees to pay Pulver Motor Service, LLC and Pulver Motor Service, LLC agrees to accept the prices and the City’s bidding requirements for vehicle towing and storage in accordance with regular City accounts payable payment practices, and as set forth below:

- a. Price per vehicle tow:       \$85.00/ vehicle tow;
- b. Storage fees:               \$25.00/ day outside storage  
                                      \$40.00/ day inside storage

Payment of all towing and storage fees paid by customers at time of vehicle pick up shall be paid Pulver Motor Service, LLC and shall be property of Pulver Motor Service, LLC. No donation required.

4. Towing services provided by Pulver Motor Service to the City does not include any towing or hauling of vehicles which may be necessary as a result of a traffic accident. The

City will have no responsibility to pay any amount to Pulver Motor Service when vehicles are towed or hauled from the scene of a traffic accident, and the amount Pulver Motor Service is paid for the towing or hauling of vehicles from an accident scene will be between Pulver Motor Service and the owner of the vehicle or the vehicle owner's insurance company.

5. Pulver Motor Service agrees that they will provide insurance covering any claims which may be presented as a result of the towing, hauling and impounding of vehicles in accordance with City Ordinance Sec. 74.63 (3). That insurance will include naming the City as an additional insured. Pulver Motor Service will provide the City with a copy of the insurance policy.

6. Pulver Motor Service agrees that "priority" will be given to the City for the towing and hauling of vehicles. This priority means that Pulver Motor Service will respond to a request by the City for towing and hauling, in as reasonable a period of time as can be expected at all times on every day of the year.

7. Either party does reserve the right to cancel this agreement at any time by providing 30 days notice, in writing, to the other party of their intention to cancel the agreement.

8. Pulver Motor Service acknowledges that they are not an employee of the City. For that reason, they are not entitled to any benefits from the City, which benefits are generally extended to City employees. Further, there is no amount of tax or Social Security withholding from the amounts which are paid to Pulver Motor Service by the City, and it shall be up to Pulver Motor Service to report the amounts received to the appropriate taxing authorities and to pay the amount of taxes on what is paid to Pulver Motor Service by the City.

9. Pulver Motor Service agrees to release, save, defend, and hold harmless the City from any claim which may be presented resulting from the towing and hauling of vehicles as well as the impoundment of vehicles.

10. This agreement constitutes the entire agreement made between the parties and any term or provision not included in this agreement is a term or provision which has not been agreed to between the parties.

11. This agreement is exclusive to and binding upon the parties hereto. Pulver Motor Service may not assign, sub-let or sub-contract any of the duties or obligations herein without the prior written consent of the City. Any assignment, sub-letting, or sub-contracting of any of the duties or obligations herein without prior written consent, shall constitute a breach of this agreement and the City shall immediately terminate said agreement. Upon termination Pulver Motor Service, LLC shall be liable for any and all financial loss suffered by the City as a result of said breach.

12. Time is of the essence in the performance of each and every term and provision of this agreement.

Dated the day and year first above written.

**CITY OF MARSHALL**

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By: Robert J. Byrnes  
Its: Mayor

**ATTESTED TO:**

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By: Kyle Box  
Its: City Clerk

**Contract Holder**

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By: Josh Schafer  
Its: Marshall Division Manager