

TOWING SERVICES AGREEMENT

This Agreement entered into on this _____ day of July 2017, by and between the City of Ramsey, a Minnesota Municipal Corporation ("City"), and North Star Towing and Service Center, Inc.

RECITALS

WHEREAS, on May 23rd, 2017; the City requested proposals for the purpose of retaining a service to provide towing, impounding and storage of motor vehicles for the City 24 hours per day, 365 days per year, on an as needed and directed basis;

WHEREAS, pursuant to the criteria set forth in the City's Request for Proposal dated May 24th, 2017; the City determined North Star Towing will best serve the City's needs;

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED, in consideration of each party's promises and considerations herein set forth, as follows:

1. **INCORPORATION.** The parties hereby agree that the following are incorporated into and are made a part of this Agreement:

- a. Recitals set forth above;
- b. City's Request for Proposal for Towing, Impounding and Storage of Motor Vehicles dated May 24th, 2017, a copy of which is attached hereto as Exhibit A; and
- c. North Star Towing's response to City's RFP dated June 9th, 2017, a copy of which is attached hereto as Exhibit B

2. **TERM.** This Agreement for towing services shall commence on July 1, 2017, and terminate on June 30, 2020, unless terminated earlier pursuant to the termination provision of paragraph 9 below.

3. **SERVICES.** North Star Towing shall provide towing, impounding and storage for motor vehicle services as specified in the City's RFP and set forth in North Star Towing's Response. In the event the RFP and the Response are not consistent, the RFP shall control. Request for service from the City's Police Department must be given priority by North Star Towing. Towing services for police vehicles, fire chief, fire marshal, fire duty officer vehicles and public works utility vehicles and equipment at a rate of \$25.00. All other terms as stated in the City's RFP shall be followed.

4. **RECORDS.** North Star Towing agrees to maintain proper records of all vehicles received. The record keeping system shall meet the approval of the Ramsey Chief of Police and records are to be available at all times for inspection by authorized City officials. The records must include a copy of the police impounding report. A report shall be submitted monthly to the Ramsey Chief of Police detailing all vehicles towed for the City and charges incurred during that current month on each vehicle. All contents of such reports shall meet the approval of the Ramsey Chief of Police.

5. **COMPENSATION.** North Star Towing shall be entitled to charge members of the public for its towing and storage services pursuant to the fee schedule described in North Star Towing's Response. North Star Towing agrees that the City is not responsible for any charges as a result of towing and/or storage services provided to members of the public at the direction of the City, and North Star Towing assumes all liability for any unpaid charges.

6. **INDEPENDENT CONTRACTOR.** The parties to this Agreement agree that North Star Towing is an independent contractor. North Star Towing and its designated representatives and employees are not employees of the City and are not entitled to the benefits provided by the City to its employees, including but not limited to health, worker's compensation and unemployment insurance, and pension or employee benefit plans. North Star Towing has and retains full control and supervision of the towing and storage services provided pursuant to this Agreement and full control over the performance of the services required under this Agreement.

7. **PERFORMANCE BOND.** Upon execution of this Agreement, North Star Towing shall file with the City a performance bond in the amount of \$10,000 payable to the City, as set forth in the City's RFP, and in a form approved by the City.

8. **INDEMNIFICATION.** North Star Towing is solely responsible for loss or damage to any City or third party vehicle, including all equipment and contents, from the time direction is given by the authorized City representative turning the vehicle over to North Star Towing, until such time as the vehicle is legally released to the registered or actual owner or legal agent thereof, or to an authorized police agency. North Star Towing agrees to indemnify the City and hold it harmless from and against any and all claims, suits and actions against, and all loss, damage, costs or expense to the City, including attorney fees and cost of defense that may be caused directly or indirectly by North Star Towing, its agents and/or employees related in any manner to the performance of this Agreement.

Any and all claims that arise or may arise against North Star Towing, its agents, servants or employees as a consequence of any act or omission on the part of North Star Towing or its agents, servants, or employees while engaged in the performance of this Agreement shall in no way be the obligation or responsibility of the City. North Star Towing shall indemnify, hold harmless and defend the City, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the City, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of North Star, its agents, servants or employees, in the execution, performance, or failure to adequately perform North Star's obligations pursuant to this Agreement.

North Star Towing shall further indemnify the City against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under employment insurance, social security and income tax laws, with respect to North Star Towing employees engaged in performance of this Agreement.

9. **INSURANCE.** During the term of this Agreement, North Star Towing shall procure and maintain at its own expense insurance in the following minimum amounts described below. As further specified in the City's RFP, North Star Towing shall provide the City with proof of insurance upon execution of this Agreement and during each year of this Agreement. The City shall be named as an additional insured on the comprehensive general liability policy required by this Agreement.

North Star Towing's minimum insurance requirements are as follows:

Public Liability Insurance: \$1,000,000 Comprehensive General Liability
(including assault and battery)

Business Auto Policy with all coverages (all vehicles) with \$1,000,000 limits.

Garage Keepers Legal Liability

Worker's Compensation Insurance covering all employees of North Star Towing, or its agents, working under this Agreement in accordance with the Minnesota Workers' Compensation Law.

10. **TERMINATION.** Either party may terminate this Agreement with or without cause upon thirty (30) days written notice.

11. **SEPARABILITY.** In case any one or more of the provisions contained in this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

12. **NOTIFICATION INFORMATION.** Any notice to the parties herein shall be deemed to have been given or delivered as of the date mailed, if sent by certified mail addressed as follows, or to such other address as a party may subsequently request by

certified mail:

To City: Police Chief
 City of Ramsey
 7550 Sunwood Dr NW
 Ramsey, MN 55303

To North Star Towing: North Star Towing and Service Center, Inc.
 833 North Street
 Anoka, MN 55303

13. **THIRD PARTY BENEFICIARY.** This Agreement is created for the sole benefit of the City and shall not create any third party beneficiary rights.

14. **ASSIGNMENT.** This Agreement may not be assigned without the prior written consent of the parties.

15. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties, and no statements, promises, or inducements made by either party that are not contained herein shall be valid or binding; this Agreement may not be enlarged, modified, or altered except in writing signed by the parties and endorsed in this Agreement.

16. **JURISDICTION.** Any and all suits for any and every breach of this Agreement must be instituted and maintained in any court of competent jurisdiction in the County of Anoka, State of Minnesota.

17. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Minnesota in all respects.

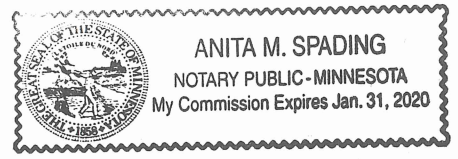
18. **BINDING AGREEMENT.** This Agreement shall be binding upon and extend to the respective representatives, heirs, successors and assigns of the parties hereto.

NORTH STAR TOWING, INC

By: Judy L Rolow
Judy L. Rolow, Its Chief Operating Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

This instrument was acknowledged before me on July 18, 2017, by
Judy L Rolow, the Chief Operating Officer of North Star Towing and Service Center, Inc., a
Minnesota Corporation, on behalf of the Corporation.



Anita M Spading
Notary Public

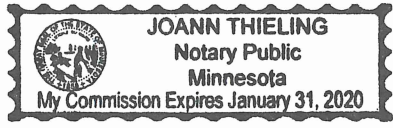
CITY OF RAMSEY

By: Sarah Strommen
Sarah Strommen, Its Mayor

Attest: Kurt Ulrich
Kurt Ulrich, City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

This instrument was acknowledged before me on August 8, 2017, by
Sarah Strommen and Kurt Ulrich, Mayor and City Administrator respectively, of the CITY
OF RAMSEY, a Minnesota Municipal Corporation, on behalf of the Municipal Corporation.



Joann Thieling
Notary Public

1. Charge for towing of passenger vehicles; including cars, light trucks (3/4 ton or less), vans, utility vehicles, 4-wheel drive vehicles, motorcycles, and recreational vehicles (to include ATV's, snowmobiles and mini-bikes), i.e.- a basic impound tow. **10 points possible- 5 each**
 - a) tow truck 80 -
 - b) flat bed 85 -
2. Charge for towing of passenger vehicles (listed above) that have been involved in an accident. **10 points possible- 5 each**
 - a) tow truck 95 -
 - b) flat bed 100 -
3. Charge for towing of vehicles 3/4 ton to 1 1/2 ton capacity **5 points possible**
 - a) tow truck 85 -
 - b) flat bed 85 -
4. Charge for towing of vehicles larger than 1 1/2 ton capacity **5 points possible**
100 -
5. Charge for towing of vehicles larger than 1 1/2 ton capacity involved in an accident **5 points possible**
150 -
6. Winch out charge (use the following location for purposes of this proposal: median of Hwy 10 NW, 30 feet off roadway) **5 points possible**
30 -
7. "Hook up" or "Impound" charge (in lieu of fees charged in #1, #2, #3 or #4 above)
Charge for vehicle dropped at same location- not removed **5 points possible**
75 -
8. "Loaded Mile" rate for transporting vehicle to impound lot **5 points possible**
400 / loaded mile
9. Charge for each 24 hours of storage; including day of tow.
 - Inside storage **5 points possible** 30 -
 - Outside storage **5 points possible** 30 -
10. Flat rate charge for designated forfeiture vehicles released to Police **5 points possible**
45 -
11. Charge for towing of marked or unmarked police vehicles, fire department administrative vehicles, and public works utility vehicles and equipment **5 points possible**
25 -
12. Administrative fee (per tow) **5 points possible**
15 -