

**TOWING AGREEMENT
BETWEEN
THE CITY OF ST. FRANCIS
AND
Twin Cities Transport and Recovery, Inc.,**

THIS AGREEMENT entered into on December 2, 2024 by and between the City of St. Francis, a municipal corporation, hereinafter referred to as “City”, and Twin Cities Transport and Recovery, Inc., hereinafter referred to as “Twin Cities”.

WHEREAS, in October of 2024, the City requested a proposal 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, and on an as needed and directed basis; and

WHEREAS, the City conducted a Request for Proposal process to obtain bids from qualified towing companies; and

WHEREAS, Twin Cities, upon submission of proposals to the City, the City has determined that Twin Cities has the ability to perform towing services for the City of St. Francis as requested in the Request for Proposal process.

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 made part of this agreement:
 - a. Recitals set forth above;
 - b. Twin Cities rate schedule of towing service, as updated and attached hereto in Exhibit A.
2. **INITIAL TERM AND AUTOMATIC RENEWAL.** This Contract for service shall commence on January 1, 2025 and terminating on December 31, 2027 (“Initial Term”) unless terminated sooner pursuant to the termination provision of paragraph 9, or extended as herein provided.

The term of this Contract shall automatically renew for one (1) additional period (“Additional Period”) commencing on January 1, 2028 and terminating on December 31, 2030, upon all of the other terms, conditions, covenants and provisions set forth herein unless either party elects not to renew. If either party elects to not renew this Contract for the Additional Term, it shall provide notice of termination pursuant to the provision of

paragraph 9 not less than ninety (90) days prior to the last day of the Initial Term. The renewal of this Contract is subject to the satisfaction of the following conditions precedent:

(a) This Contract shall be in effect at the time of renewal and on the last day of the then current term.

(b) Twin Cities shall not be in default of any provisions of this Contract at the time of renewal or on the last day of the then Initial Term.

There shall be no need to execute any new Contract or other instruments or agreements, it being understood that the provisions of this Contract shall govern the obligations of the parties hereto during the Additional Term. Hereinafter, all reference to the term of this Contract shall be deemed to be a reference as well to such Additional Period of time for which the Initial Term shall be so extended.

3. **SERVICES.** Twin Cities shall provide towing, impounding and storage for motor vehicle service as set forth in Twin Cities response to the City's request for a proposal dated October 18, 2024. Request for services from the St. Francis Police Department must be given first priority by all towing dispatchers serving as agents for Twin Cities.

4. **COMPENSATION.** Twin Cities shall be entitled to a charge for its towing and storage services pursuant to the fees submitted in its response to the City on October 18, 2024 as described in Exhibit A. Twin Cities agrees that neither the City nor any Department thereof is responsible for any charges as a result of towing and/or storage and that Twin Cities assumes all responsibility for any and all unpaid charges.

5. **INDEPENDENT CONTRACTOR.** The parties to this Agreement agree that Twin Cities, and any of its designated representatives or employees, is an independent contractor. Twin Cities and any of its designated representatives or 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. Twin Cities has and retains full control and supervision of the services and full control over the performance of the services required under this agreement.

6. **INDEMNIFICATION.** Twin Cities is solely responsible for loss or damage to any vehicle, including all equipment and contents, from the time direction is given by the authorized City representative turning the vehicle over to Twin Cities or its agents, 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. Twin Cities 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 attorneys fees and cost of defense that may be caused directly or indirectly by Twin Cities it's agents and/or employees related in any manner to the performance of this Agreement.

Twin Cities 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 Twin Cities employees engaged in performance of this Agreement.

7. **INSURANCE.** During the term of this Agreement, Twin Cities shall procure and maintain at its own expense insurance in the following minimum amounts, as furthered in the City's RFP. Twin Cities shall provide the City with proof of said insurance prior to executing this Agreement and during each year of this Agreement. The City of St. Francis shall be named as an additional insured on said comprehensive general liability policy.

- a. Public Liability Insurance: \$2,000,000 Comprehensive General Liability (including assault and battery).
- b. Business Auto Policy with all coverage's (all vehicles) with \$1,000,000 limits.
- c. Garage Keepers Legal Liability.
- d. Workers compensation Insurance covering all employees of the Contractor, or its agents, working under this contract in accordance with Minnesota Workers' Compensation Law.

8. **TERMINATION.** Either party may terminate this Agreement with or without cause upon ninety (90) days written notice.

9. **SEPARABILITY.** In case any one or more of the provisions contained in this Agreement shall be 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.

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

To City: City of St. Francis
c/o City Administrator
St. Francis, MN

With a copy to: David R. Schaps Esq.
Barna, Guzy & Steffen, Ltd.
400 Northtown Financial Plaza
200 Coon Rapids Boulevard
Coon Rapids, MN 55433

To: Twin Cities Transport and Recovery, Inc.
Ronald Gardas
1396 Concordia Avenue
St. Paul, MN 55104-5309

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

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

13. **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.

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

15. **GOVERNING LAW.** The laws of the State of Minnesota in all respects shall govern this Agreement.

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

CITY OF ST. FRANCIS

By: _____
Mayor, Joseph Muehlbauer

By: _____
City Clerk Jenni Wida

STATE OF MINNESOTA)
COUNTY OF ANOKA) SS.

Mayor, Joseph Muehlbauer, and City Clerk Jenni Wida respectively of the CITY OF ST. FRANCIS, acknowledged this instrument before me on _____, 2024.

Notary Public

TWIN CITIES TRANSPORT AND RECOVERY, INC.

By: _____
Owner/CEO

STATE OF MINNESOTA)
COUNTY OF _____) SS.

This instrument was acknowledged before me on _____, 2024 by
_____.

Notary Public

Exhibit A
Rate Information

Tow Charge	\$140
Mileage	\$5/loaded mile
Winching	Varies on time and difficulty (\$85 minimum)
Labor	Varies on time and difficulty
Debris Cleanup	\$25 minimum (Debris, Floor dry, hazardous waste disposal, etc.)
Storage Fees	\$40 per day outside storage \$45 per day inside storage
Notification Fee	\$40 per vehicle as needed (Follows MN Statutes 168B)