



AUTHORIZATION AND MEMORANDUM OF UNDERSTANDING CONCERNING THE TOWING AND STORAGE OF MOTOR VEHICLES ON BEHALF OF THE ST. FRANCIS POLICE DEPARTMENT IN 2024

RECITALS

1. The St. Francis Police Department is a towing authority under the provision of Minnesota Statutes Chapter 168B.
2. The undersigned, hereinafter referred to as "the Company," is a private towing company interested in obtaining authorization, pursuant to Minnesota Statutes 168B.035, from the St. Francis Police Department to tow vehicles on behalf of the St. Francis Police Department in accordance with the terms and procedures stated below.
3. It is understood that this authorization is not an employment contract between the St. Francis Police Department and the undersigned Company and that there is no relationship of employer and employee or principle and agent established,
4. Authorization will be given on an annual basis.

TERMS AND PROCEDURES

The Company agrees to abide by the following terms and procedures so long as the Company is authorized to tow vehicles on behalf of the St. Francis Police Department,

1. Towing

Upon request made by the St. Francis Police Department, the Company will respond as promptly as possible to tow a motor vehicle. At the time of the request, the Company will provide an estimate of its response time. In the event the Company cannot begin response within fifteen (15) minutes, other arrangements can be made by the Police Department.

2. Written Tow Order

Pursuant to Minnesota Statutes 168B.035, the Company will not tow a motor vehicle from public property without a written tow order prepared by a law enforcement officer describing the motor vehicle and the reasons for towing.

3. Debris Cleanup

The Company will clean up any broken glass or debris present at the scene of an accident which involved a motor vehicle to be towed. The amount charged for debris cleanup shall not be determined by the number of vehicles involved, but will reflect a single charge based on the entire accident.

4. Inventory and Storage of Contents

Upon request of the St. Francis Police Department, the Company will make a written inventory of the contents of a motor vehicle towed and stored on the Company's premises. A copy of the written inventory will be sent to the St. Francis Police Department with the next monthly report on towed vehicles. The Company may remove items of personal property of significant monetary value and store such personal property in a secure place until released along with the motor vehicle to its owner. The Company agrees to release the following items at the request of the vehicle's owner:

- a. Prescription medicines
- b. Prescription glasses
- c. Child Safety Seats
- d. Medical Equipment
- e. Occupational Tools needed for employment (Handheld tools that the owner can demonstrate are used in their occupation)
- f. Personal Documents (Driver's License, Insurance Cards, Birth Certificates)

5. Owner Notification

When the written tow order indicates the owner has not been notified, the Company will attempt to notify the owner by letter.

6. Indemnification and Liability Insurance

Company 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 Company, 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. Company 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's fees and cost of defense that may be caused directly or indirectly by Company, its agents and/or employees related in any manner to

the performance of this MOU.

Company 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 Company employees engaged in performance of this MOU.

During the term of this MOU, Company shall procure and maintain at its own expense insurance in the following minimum amounts. Company shall provide the City with proof of said insurance prior to executing this MOU and during each year of this MOU. 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.

7. Certificates of Insurance

The Company will furnish the City of St. Francis with appropriate certificate(s) of Insurance. The Company and its insurance carrier shall notify the City of St. Francis in writing at least 30 days prior to any reduction, cancellation or material alteration of its insurance coverage. The Company agrees to have current certificate(s) of insurance on file with the City of St. Francis in order to tow motor vehicles on behalf of the St. Francis Police Department

8. Records

The Company will send a report to the St. Francis Police Department on or before the 10th of each month, which report will include the following:

- a. Make, model, year, and license number of each motor vehicle towed by the Company to its premises at the request of the St. Francis Police Department.
- b. Make, model, year and license number of each motor vehicle previously towed by the Company to its premises at the request of the St. Francis Police Department and stored during the month,
- c. Date on which each of the identified motor vehicles were released to its owner.

The St. Francis Police Department reserves the right to conduct spot audits on tow records handled by The Company in order to assist on Incidents involving citizen complaints and to ensure the accuracy of fees charged.

9. Payment

With the exception of a motor vehicle towed to the St. Francis Police Department for forfeiture procedures the Company acknowledges that the St. Francis Police Department is not responsible for the payment or collection of any towing or storage fee. Pursuant to Minnesota Statutes 514.18 subd.1, the Company has a lien on a motor vehicle towed and stored at the request of a law enforcement officer and has the right to retain possession of the motor vehicle until the lien is lawfully discharged.

10. Release of Towed Motor Vehicle

Upon proof of ownership or documentation that an individual is authorized to take possession of a motor vehicle, the Company will release a motor vehicle upon payment of the towing and storage fees unless otherwise directed to hold a towed motor vehicle by the St. Francis Police Department.

11. Fees

The Company agreed to the following list of fees to be charged for towing and storage of the motor vehicle when a motor vehicle is towed at the request of the St. Francis Police Department:

Flat tow rate	\$140
On all tows a \$5.00 per mile charge will be added to each loaded mile.	
Winch Fee	\$85 (winch only minimum) Debris Cleanup (Accidents) \$25 minimum
Storage Fees	\$40 per day outside storage \$45 per day inside storage (When requested) \$40 per day (ATV, Motorcycles, Boats)
Notification Fee	\$40 per vehicle as needed

Under NO circumstances shall the Company charge administrative fees or any fees other than what is stated above.

12. Storage Location

The Company will keep the St. Francis Police Department informed of the location at which the Company stores motor vehicles, to include the address, city and county, The Company agrees that motor vehicles will only be stored at a location for which all required permits have been obtained in accordance with zoning and other regulations. The Company agrees that the storage location will be a secure facility in order to prevent damage, theft or other incidents.

13. Notice

The Company may notify the St. Francis Police Department in writing at any time that the Company no longer wishes to tow and store motor vehicles on behalf of the St. Francis Police Department.

Name of Business: _____

Business Address: _____

Business Phone: _____

Storage Location (Street Address, City, County): _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

14. Third Party Beneficiary. This Agreement is created for the sole benefit of the parties hereto and shall not create any third party beneficiary rights.

15. Assignment. This Agreement may not be assigned without the prior written consent of the parties.

16. 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.

17. 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.

18. Governing Law. The laws of the State of Minnesota in all respects shall govern this Agreement.

19. Independent Contractor. The parties to this Agreement agree that the Company, and any of its designated representatives or employees, is an independent contractor. Company, 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. Company, has and retains full control and supervision of the services and full control over the performance of the services required under this agreement.

20. Binding Agreement. This Agreement shall be binding upon and extend to the respective representatives, heirs, successors and assigns of the parties hereto.

AUTHORIZATION

The Company is hereby authorized to tow motor vehicles pursuant to Minnesota Statutes 168B.035 on behalf of the St. Francis Police Department so long as the Company abides by the terms and conditions set forth herein. This authorization may be revoked at any time.

Todd Schwieger
St. Francis Police Chief

Date