



Island Lake Police Department Designated Tow Company Agreement

THIS AGREEMENT is entered into by and between the Village of Island Lake ("Village") and _____ ("the Tow Operator").

RECITALS

WHEREAS, in compliance with the Illinois Vehicle Code and Village Ordinances, the Village has the authority to tow abandoned, lost, stolen, unclaimed, and impounded vehicles or watercraft.

WHEREAS, pursuant to 625 ILCS 5/4-203.5, the Village Police Chief has designated the Tow Operator to be on the Village Police Department Tow Rotation List, subject to the Tow Operator's execution and full compliance with the terms of this Agreement.

WHEREAS, the Tow Operator desires to perform towing operations for the Village, at the request of the Village Police Department, from time to time, pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and agreements made herein, the adequacy and sufficiency of which is acknowledged as being received by the parties hereto, it is agreed as follows:

- 1. SCOPE OF SERVICES.** When the Village requires towing services, upon dispatch, the Tow Operator shall remove and take possession of the vehicle until the vehicle is either lawfully claimed or disposed of as provided by law and at the direction of the Village. The owner of the vehicle, and not the Village, shall be responsible for all towing and storage charges, as specified herein, unless the vehicle is seized by the Village at which time the initial tow bill will be paid by the Village.
- 2. RELOCATION OF VEHICLES.** The Tow Operator shall provide a 24-hour a day towing service and shall respond promptly to requests for service from the Village. Response times to the scene of all requested tows shall be at or under 20 minutes in duration. The Chief of Police may make exceptions to response time requirements due to unusual road and weather conditions, on a case by case basis. To ensure prompt response, the Tow Operator further agrees:
 - a) No other business may be transacted while en route to handle a Village tow;
 - b) No tow may be transferred or assigned to another tow operator; and
 - c) The use of an answering machine or answering service is prohibited; however, use of a dedicated multi-towing company dispatch service is acceptable.

If service cannot be provided due to equipment failure, prior commitment or any other circumstance, the Tow Operator shall timely and promptly notify the Village of its out-of-service status and then notify the Village immediately when service is restored.

Vehicles relocated because of arrest, criminal investigation or vehicle impoundment shall be towed to the Tow Operator's Village located impound yard and secured. Vehicles relocated due to being involved in a traffic crash or being disabled in the roadway may be towed to the location selected by the registered vehicle owner/driver. Payment up front may be requested for all tows that are going to a location other than the Tow Operators yard. Payments in cash or credit card must be accepted on scene. In the event payment cannot be arranged on the scene, the vehicle may be towed back to the Tow Operator's Yard.

3. STORAGE AND RELEASE OF VEHICLES. Any towed or removed vehicle shall be stored securely at the site of the Tow Operator's place of business. The Tow Operator shall provide both inside and outside storage facilities and the Tow Operator shall submit to an inspection of its inside and outside storage facilities. Outside storage areas must be fenced in to provide security from theft and other damage. Remote storage may be used only as approved by the Village. All impound facilities must (a) be at a place of business easily located and accessible to the public, (b) adequate signs and markings must be used to depict the location and (c) the main place of business shall not be a private residence.

The Tow Operator must require proof of identity and ownership (title or registration, driver's license, etc.) before the Tow Operator releases any vehicle that is eligible for release. The Tow Operator must require a signed Village release authorization form from the registered owner on all vehicles that are towed with an impound status or subsequent to a traffic related arrest. The Tow Company must maintain completed records of all vehicle tow paperwork, including itemized towing charges paid by the vehicle owner or driver, and the Village release form on vehicles towed from the Village Police Department Tow Rotational List. This paperwork shall be available for viewing by Village law enforcement personnel upon request.

4. RELEASE OF PERSONAL PROPERTY. The Tow Operator must release unattached personal property to the owner of the vehicle without charge as required by law or at the request of the Village. Items that must be released without charge or lien include: food, medicine, perishable property, operators' licenses, cash, credit cards, checks or checkbooks and any wallet or purse containing any operator's license or other identifying documents or materials. Any items released must be documented by the Tow Operator in the vehicle tow paperwork including the date of release. Proof of identification and ownership will be required on all items released. If the subject refuses to produce proof of ownership or identification, the Tow Operator shall refer them to the Village police department.

5. RATES FOR SERVICE. The Tow Operator shall comply with the rate schedule attached here to as Exhibit A, a copy of which shall be provided to all tow subjects (drivers and owners) and, at all times during the term of this Agreement, be clearly posted at the Village Police Department, Tow Operator's tow yard and its main office.

6. TERM AND TERMINATION. This Agreement is effective upon the full execution by the parties hereto and shall be effective until terminated by the Tow Operator, for any reason or no reason at all, upon not less than seven (7) days written notice to the Chief of Police. The Chief of Police may terminate this Agreement for the Village in his sole discretion for any reason or no reason at all, upon written notification to the Tow Operator. In case of such termination, the Tow Operator shall be entitled to receive payment from the owners of the vehicles for services performed to date in accordance with the terms and conditions of this Agreement.

7. RECORDKEEPING REQUIREMENTS. The Tow Operator shall notify the Village Police Department, in writing, when an unclaimed vehicle has been held in excess of 10 calendar days.

8. AUTHORIZED TOW EQUIPMENT. The Tow Operator shall submit to an inspection of vehicles and equipment used for towing.

- a) The complete name and address of the tow operators must be on both sides of the truck in letters not less than 2 inches in height.
- b) All tow vehicles and equipment must be operated and be in compliance with applicable law including the Motor Vehicle Code.
- c) All Tow Operators must have current and valid ICC Licensing and Safety Inspection Certificates for their trucks.

Each Tow Operator shall maintain a minimum of one functional flatbed tow truck with wheel lift in order to participate on the Village Tow List. An additional wrecker style truck is preferred but not required.

9. INDEMNIFICATION. The Tow Operator shall indemnify and hold harmless the Island Lake Police Department, the Village and their officers, and employees and agents (the "Indemnities") from and against any and all liabilities, obligations, damages, penalties, causes of action, costs, expenses, lawsuits and claims, including reasonable attorneys and paralegal fees, for which the Indemnities' may become obligated by reason of any accident, bodily injury or death of any person, or loss of or damage to tangible property, arising directly or indirectly in connection with or under, or as a result of, the services provided under this Agreement.

10. VIOLATION INVESTIGATIONS. The Tow Operator shall cooperate in the investigation of any violation of any term or condition contained in this Agreement or other complaint filed with the Chief of Police by any member of the public or any Village police officer.

11. LICENSES, CERTIFICATES, AND PERMITS. The Tow Operator certifies that its drivers and equipment operators possess all certificates, licenses and permits necessary to perform the services provided under this Agreement; that any certificates, licenses and permits are currently in good standing and that any certificates, licenses and permits will continue to be maintained in good standing.

12. TOW OPERATOR PERSONNEL. Performance of the duties and services undertaken by the Tow Operator shall be completed in a courteous and professional manner in accordance with towing industry standards. Upon request by the Village Police Department, the Tow Operator must provide to the Chief of Police, a list of names, addresses, and dates-of-birth, of the owners, corporate officers, drivers and equipment operators, and other employees who will provide service in the towing and storage of vehicles and conveyances. Tow truck operator employees must comply with all traffic laws while conducting towing operations unless otherwise directed by Village Police Department personnel. The Tow Operator drivers and employees shall be held to a zero tolerance policy for use of alcohol and/or drugs while on duty.

13. INSURANCE. Contemporaneously upon execution of this Agreement, the Tow Operator shall furnish the Village with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, covering all tow vehicles to be used and physical property used as storage facilities. Insurance must be maintained on tow vehicles and storage properties at all times and at the minimum level required by Illinois State Statute. The Village shall be shown as an additional insured on the certificate of insurance.

14. INDEPENDENT CONTRACTOR. The Tow Operator is an independent contractor and is not an employee or agent of the Village.

15. ASSIGNMENT. This Agreement is not assignable by either party to anyone at any time.

16. NO IMPLIED WAIVERS. The failure of the Village at any time to require performance by the other party of any provisions of this Agreement shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by the Village of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

17. PRIOR AGREEMENTS. Upon signature, this Agreement supersedes and voids any written agreement the Tow Operator may have in existence prior to this Agreement.

18. CHANGE IN STATUS. The Tow Operator shall notify the Village promptly of any change in its status resulting from any of the following: (a) Tow Operator is acquired by another entity; (b) Tow Operator becomes insolvent; (c) Tow Operator, voluntarily or by operation of law, becomes subject to the provisions of any chapter of the Bankruptcy Act; or (d) Tow Operator ceases to conduct its operation in its normal course of business.

19. NON-EXCLUSIVITY. Nothing contained herein shall be construed to mean that towing services by the Tow Operator is exclusive to the Tow Operator. The Chief of Police has the right to add other towing

companies to the Village Police Department Tow Rotation List and/or remove the Tow Operator and other towing companies from the list at any time.

20. MODIFICATION. This Agreement may be only amended in writing and executed by both parties hereto.

21. CONFLICTS OF INTEREST. The Tow Operator shall not employ any Village employees.

22. JURISDICTION, VENUE, CHOICE OF LAW. This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Twenty-second Judicial Circuit Court, McHenry County, Illinois.

23. NOTICES. The Tow Operator must provide the Village Police Department with an up-to-date list of day and night phone numbers and agree to promptly notify us of any changed numbers. Any and all notices, consents and demands required to be given hereunder shall be in writing and sent by e-mail, United States certified mail or personal delivery to the following addresses:

Island Lake Police Department

Office of the Chief of Police:

Anthony P. Sciarrone

3720 Greenleaf Ave.

Island Lake, Illinois 60042

Email: Anthony.sciarrone@islandlakepolice.com

For the Tow Operator:

Name of Tow Operator: _____

Name of Owner: _____

Address: _____

City, State, Zip: _____

Email: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates shown, by themselves or by their duly authorized representative.

Village:

Tow Operator

By: _____
Charles Amrich, Mayor

By: _____
Tow Operator

Date: _____

Date: _____



EXHIBIT A to Tow Company Agreement

TOW SERVICE RATES

(Less than a Class 3 Medium Duty Truck)

1. Any towed vehicle, regardless of reason (standard hook up & tow)	\$170 /vehicle
2. Winching of vehicle (in ¼ hr increments when standard hook up isn't possible)	\$60/hr
3. Service calls not requiring a tow (e.g., tire changes, jump starts etc.)	\$75/incident
4. Mileage charge outside the Village corporate limits	\$4/mile
5. Special handling charges (in ½ hr increments)	\$100/hr
6. Oil absorbent/Oil dry	\$10/bag
7. Stand-by time (per truck actually utilized, per hour after the first hour)	\$45/hr.
8. Release after Tow Operator closed (1/2 hr appointment)	\$40/appointment
9. No key charge	\$85/vehicle
10. Village owned vehicle, including large PW trucks	\$40/vehicle

TOW SERVICE RATES

(Oversized Trucks)

1. Class 3 Medium Duty trucks (rated 10,000-14,000 lbs. GVW)	\$175.00/hr
2. Class 4 Medium Duty trucks (rated 14,001-16,000 lbs. GVW)	\$190.00/hr
3. Class 5 Medium Duty trucks (rated 16,001-19,500 lbs. GVW)	\$205.00/hr
4. Class 6 Medium Duty trucks (rated 19,501-26,000 lbs. GVW)	\$220.00/hr
5. Heavy Tows (towed vehicle over 26,000 lbs.)	\$250.00/hr

STORAGE RATES

1. Outside storage rates-after first 12 hours (other than oversize)	\$50/day
2. Inside storage rates (upon placement inside when inside storage necessary)	\$60/day
3. Oversized Trucks:	
• Oversize Trucks/Tractors Outside	\$65/day
• Oversize Trucks/Tractors Inside	\$75/day
• Trailers	\$80/day
• Buses	\$90/day

Additional Terms and Conditions

- a) No administration fees will be charged by the tow operator.
- b) No standby fees may be charged for the first hour
- c) No additional fees may be charged.
- d) No cleanup fee for routine cleanup (i.e. debris from 2 passenger vehicle crash)
- e) The designated tow operator must prominently post this Exhibit where towing bills are paid.
- f) Pricing cannot vary from this Exhibit, regardless of who is paying the bill (vehicle owner, insurance company, etc.).
- g) No additional fees may be charged for claiming a vehicle at an off-site storage area.
- h) Towed vehicles must be made available for release 24 hours per day.
- i) The Tow Operator may request police assistance at any time.
- j) The Tow Operator shall accept credit card payments with no additional fees charged.