



KENDALL COUNTY SHERIFF'S OFFICE

Dwight A. Baird, Sheriff
1102 Cornell Lane Yorkville Illinois 60560
Phone: 630-553-7500 Fax: 630-553-1972
www.co.kendall.il.us/sheriff



POLICE TOWING SPECIFICATIONS AND AGREEMENT

EFFECTIVE: _____ through _____

DATED: _____

I. GENERAL

These specifications shall comprise the Agreement (“Agreement”) for official towing services of the Kendall County Sheriff’s Office (“KCSO”). Official towing services shall refer to any of the circumstances listed in section V, Scope of Services, below. This Agreement is effective on the date executed (“Effective Date”) and is entered by _____, with its principle place of business located at _____ (“Contractor”), and Kendall County, Illinois, located at 111 W. Fox Street, Yorkville, Illinois 60560 and the KCSO, located at 1102 Cornell Lane, Yorkville, Illinois 60560, (collectively referred to as “County”).

II. INCORPORATION

The following Documents are attached and incorporated as if fully set forth herein: The Vehicle Towing Policy (attachment A), the Tow Application-Business Information (“Application”) (attachment B), the Towing and Storage Services Fees listings for 2020 and 2021 (attachment C), and Geographical Area Map (attachment D). If a conflict arises among these documents, the Agreement governs, followed by the Vehicle Towing Policy.

III. LENGTH OF AGREEMENT

This Agreement shall be in effect beginning _____ and remain in effect until _____. Either party may cancel this Agreement at any time upon thirty (30) days advance, written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

IV. NOTICE.

Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, email, certified mail, or courier service and received, by the party listed below:

Notice to Kendall County: Kendall County Sheriff's Office,
Attention: Sheriff Dwight Baird,
Kendall County Public Safety Center,
1102 Cornell Lane,
Yorkville, Illinois, 60560,
fax (630) 553-4379,

With copy sent to: Kendall County State's Attorney,
807 John Street,
Yorkville, Illinois, 60560,
fax (630) 553-4204.

Notice to Contractor: _____

Fax/email: _____

V. SCOPE OR SERVICE

Contractor shall furnish all services, labor, equipment, facilities and materials for towing or towing related services at the specific request of the KCSO in each instance:

- A. Vehicles involved in traffic collisions.
- B. Abandoned vehicles on the roadway.
- C. Disabled vehicles.
- D. Abandoned or unclaimed vehicles on private property.
- E. Vehicles seized or impounded as evidence.
- F. Recovered stolen vehicles.
- G. Vehicles involved in crimes.
- H. Vehicles as may be requested to be relocated during a County emergency or special event.
- I. Other tows or towing-related services as may be requested by the KCSO.
- J. Street sweeps and debris clean up at traffic collision scenes.

KCSO directed towing is performed solely as a public service and County assumes no responsibility for any charges which may be incurred.

VI. CALLS FOR SERVICE

- A. *Rotating List:* All Contractors selected and designated to provide towing services shall be listed on a roster kept by the KCSO. There will be a rotating list for five geographical areas throughout Kendall County from which these services will be provided; A list for normal type tows, a list for flat beds, and a list for medium type trucks with a gross vehicle weight rating (GVWR) not to exceed 16000 pounds. This list can also provide emergency semi-tractor/trailer service.

The County may enter into Agreements with up to three companies in each geographical area.

- B. *Service on Request:* Services per this Agreement are to be rendered only upon request of KCSO. Contractor upon notification by KCSO immediately shall send a tow truck(s) to the designated location. At the direction of the Sheriff's deputies, auxiliary deputies, or other member of the Sheriff's Office, at the scene, the Contractor shall remove the vehicle or vehicles from the scene directly to the Contractor's lot, or if requested and when possible, to a location specified by the citizen requesting the tow.
- C. *KCSO Orders:* Operators of towing vehicles shall obey all lawful orders of KCSO employees and shall render assistance when it has been determined that illegally parked vehicles or other hazardous or nuisance vehicles must be removed from public or private property.
- D. *Timing of Request:* Sheriff's deputies, auxiliary deputies, or other members of the Sheriff's Office when summoning the towing Contractor to remove an abandoned vehicle on private property when the vehicle is not a hazard and the owner of the private property is not present and requesting a tow, will make an attempt to have the vehicle towed during the Contractor's normal business hours. Under such circumstances, KCSO employees will attempt to have the vehicle towed during favorable weather conditions, avoiding rainstorms, snowstorms, etc.
- E. *Priority:* Contractor shall consider calls from the KCSO as having first priority over requests for towing services from other parties. Contractor will furnish the KCSO with the names of all other agencies with which Contractor has a towing contract or agreement with when this Agreement becomes effective; and shall notify the KCSO when any other contracts or agreements are entered into by the Contractor during the term of this Agreement.

VII. CONTRACTOR RESPONSIBILITY FOR PROPERTY & INDEMNIFICATION

Contractor expressly assumes full responsibility and liability for all property entrusted to its care, including all equipment and contents thereof. Contractor shall indemnify, hold harmless and defend with counsel of County's own choosing, County, its officials, officers, employees, including their past, present, and future board members, elected officials and

agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims result from the performance of this Agreement by Contractor or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Contractor in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting the County, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the County, under this paragraph, shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney. The County's participation in its defense shall not remove Contractors duty to indemnify, defend, and hold the County harmless, as set forth above.

The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of indemnification or insurance. Indemnification shall survive the termination of this Agreement.

VIII. HOURS OF SERVICE

Contractor will maintain an open facility with equipment and labor force adequate to supply demand on a full twenty-four (24) hour per day basis every day of the year. Contractor, at a minimum, shall maintain office hours and/or a call center contact available to citizens to make inquiries and obtain vehicles in accordance with the following schedule:

Monday – Friday	8:00 a.m. to 5:00 p.m.
Saturday	9:00 a.m. to 12:00 p.m.
Sunday	By appointment and contractor policies.

Contractor will have an agent or employee available at all other times to allow police personnel access to all vehicles towed pursuant to this Agreement, and to allow the release of a vehicle under emergency circumstances (release fee will apply, unless Contractor is notified otherwise by KCSO). The storage facility will be the central contact point for both police personnel and citizens and must be open during the identified business hours.

IX. WRECKER AND TOWING EQUIPMENT

The Contractor will have in operation at all times at a minimum one (1) light wrecker with an 8,000 pound hand or power winch, crane and boom, and/or one (1) flatbed wrecker with an 8,000 pound power winch, crane, and boom. Each wrecker is required to carry the full complement of service items and insurance as outlined in the Illinois Vehicle Code, 625 ILCS 5/4-203.5. In addition, the wrecker tow trucks will be equipped with all safety devices and lights to meet all Illinois Vehicle Code regulations.

Contractors which provide heavy duty wrecker and recovery services shall have a wrecker with a minimum 33,000 pound GVWR commercially manufactured hydraulic wrecker and chassis equipped with air brakes and an air transfer system capable of controlling the brakes of a towed vehicle; an axle lift with a lifting capacity of at least 25,000 pounds and an 80,000-pound towing capacity. The wrecker should be equipped with a crane/boom which has a 40,000-pound minimum winch and 40,000-pound boom capacity.

X. REMOVAL AND CLEAN UP OF DEBRIS

After any traffic collision for which Contractor has been requested to respond; the Contractor shall cover any oil, antifreeze, grease deposits, etc. as necessary and shall, in compliance with the Illinois Vehicle Code, 625 ILCS 5/11-1413(c), remove any glass or other debris except any hazardous substance as defined in Section 3.215 of the Environmental Protection Act, hazardous waste as defined in Section 3.220 of the Environmental Protection Act and potentially infectious medical waste as defined in Section 3.360 of the Environmental Protection Act dropped upon the highway.

Additional equipment heavy duty contractors should have or have the ability to subcontract include an air cushion recovery system, a power unit semi-tractor with a fifth wheel, a lowboy or landall type hauling trailer with a minimum capacity of 40,000 pounds, a relief truck and/or trailer capable of transferring loads off of damaged trucks, fork lifts and/ or pallet jacks, appropriate equipment to off load fuel from damaged fuel tanks, appropriate clean up equipment to remove and clean up an spilled or dumped load.

XI. POLICE VEHICLE TOWS/STORAGE

- A. *KCSO Tow*: Contractor will provide towing services to the KCSO at no charge to the County. These tows may consist of squad vehicle tows, vehicles towed for evidentiary purposes, or vehicles seized and impounded. In addition, the Contractor **will not charge** County for vehicles stored as a result of any of the above types of towing situations. Contractor will however remain at the top of the tow rotation and be granted the next tow.
- B. *Evidentiary Tow*: When a tow is requested by KCSO for evidentiary purposes and the vehicle must be taken to a location chosen by KCSO for investigation by the police before towing to the storage site, the vehicle owner, or other responsible party, shall be required to pay the full amount for only the initial tow. For any additional tows required, the vehicle owner, or other responsible party, may be billed ½ the amount of a base tow. In instances such as the recovery of a stolen vehicle requiring evidence work where there is doubt as to whether a vehicle owner should be billed, Contractor will check with the Sheriff or his designee to ascertain if a bill should be sent to the vehicle owner or County.
- C. *Hold Status*: KCSO employees may place a hold on vehicles pursuant to their investigation. The hold status will be marked on the KCSO Tow Sheet by the KCSO employee, or by the Contractor, if a KCSO employee directs this action.

Within the first 10 ten calendar days of every month, Contractor shall provide to the Sheriff or his designee a listing of vehicles which are on a “hold” status by KCSO. When a vehicle

is released from “hold” status the Contractor shall immediately notify the owner of the vehicle that the hold on the vehicle has been released

Hold Status Storage Fees: Any vehicle which is on “hold” status as indicated on the Sheriff’s Office Tow Sheet for a vehicle seizure, evidence, or any other non-traffic criminal offense, will not have storage fees charged to its owner until 24 hours after its release from “hold” status.

Owners or responsible parties of a vehicle which has been placed on a “hold” status are responsible for all storage charges, which begin to accrue 24 hours after a vehicle has been released from its hold status by KCSO.

- D. *Special Handling:* Vehicles impounded and placed on hold or as evidence or requiring special handling, such as fingerprinting, photographing, searching, etc., shall not be removed or inspected by anyone, unless authorized by the Sheriff or his designee. These vehicles shall be kept in a secure enclosure until released to their owners or other legal disposition is made. The towing company shall not allow anyone to photograph, examine, or remove articles from such an impounded vehicle without the express permission of the Sheriff or his designee, or as required by order of the court. Vehicles impounded by KCSO will be held by Contractor a maximum of thirty (30) days. Thereafter, KCSO will arrange for any vehicle remaining on a “hold” status to be moved to a different location provided Contractor has notified the Sheriff or designee 7 days prior to the end of the thirty day period from the date of the tow.

- E. *Vehicle Service/Repair:* No service or repair of any kind shall be performed on any vehicle impounded at the request of the KCSO. Further, no contract or order for service or repairs shall be entered into with the owner or his agent until such vehicle has been released by the Sheriff or designee, while in a hold status.

- F. *Property as Security:* Property which is not a component part of a vehicle such as a briefcase, purse, etc. carried on or within a vehicle ordered towed or stored by the KCSO shall not be seized or held as security for services performed as outlined in 625 ILCS 5/4-203.5. Such property shall be released to the owner, or to another person as listed in 625 ILCS 5/4-203.5 with proof of the owner’s authorization to take the property, and upon proof of identity and ownership. Additionally, any personal property belonging to a person other than the vehicle owner may be returned if that person provides adequate proof that the personal property belongs to that person. Property which is a component part of the vehicle such as a license plate, tire, etc. does not have to be returned to the vehicle owner until Contractor has been compensated for its services or the owner signs over the vehicle title to Contractor. No personal property shall be released to the owner or designee of a vehicle that has been impounded as evidence while the vehicle remains on a “hold” status.

- G. *Towing Error:* In case of an error by the KCSO in towing a vehicle or when other extenuating circumstances exist, Contractor will cancel all charges to the vehicle owner at the request of the KCSO.

- H. *Unclaimed Vehicles*: Disposition of unclaimed vehicles shall be made pursuant to Illinois Vehicle Code Chapter 625 ILCS 5/4-201 through 4-214 and Contractor shall maintain all appropriate records as specified therein. Contractor shall provide KCSO with an inventory and status report of all police-related, towed vehicles still in the custody of Contractor at the end of each month, on or before the tenth calendar day of the following month, to include those on hold status.

XII. OTHER CONTRACT PROVISIONS

- A. *Charges*: Except for the charges identified in Attachment C, no other charges will be billed to any party for vehicles towed under this Agreement.
- B. *Employee Legal Compliance*: The existence of this Agreement between County and Contractor does not exempt Contractors' employees from any state, county, or municipal law or ordinances.
- C. *Prompt Response Time*: Monday through Friday during normal business hours, Contractor will arrive at the scene of a requested tow(s) with the proper equipment within thirty (30) minutes after notification to Contractor has been made. On weekends and after normal working hours, Contractor will arrive at the scene of a tow within forty-five (45) minutes after notification to the Contractor has been made. The Contractor shall provide his personnel with all necessary communications to maintain the required response time. Heavy duty tow contractors may have the response times waived as a result of the greater response distance and equipment needs of a heavy duty tow. Generally, a response time of one (1) hour Monday through Friday during normal business hours and one and one half (1.5) hours on weekends and after normal working hours shall be reasonable.
- D. *Secure Storage Lot*: Contractor shall provide a secure storage lot, completely enclosed by a fence with a minimum height of six (6) feet. Security lighting sufficient to illuminate the storage lot shall be in operation during all hours of darkness. The storage lot shall be kept locked at all times other than when access can be and is adequately controlled by on-site employees of either Contractor or employees of the property owner where the storage facility is located.
- E. *Indoor Storage*: Contractor shall provide space for at least one (1) vehicle inside a building protected from the elements and secured against unauthorized access.
- F. *Experience*: Contractor shall have experience as a towing agency with this or any other law enforcement agency. Upon submitting its application, Contractor will immediately provide the KCSO with the names of any law enforcement agencies they are providing towing services for and the names of a contact at those agencies. Contractor shall specify the time period(s) they have provided services for these law enforcement agencies.
- G. *Truck Operators, Employee Competency, and Background Checks*: Contractor will comply with the requirements listed in 625 ILCS 5/4-203.5 and upon submitting its application, Contractor shall provide the KCSO with the following information for each tow truck

operator employed on the date when the Agreement is effective, as specified in 625 ILCS 5/4-203.5:

1. Name (Including middle initial)
2. Home Address
3. Sex & Race
4. Date of Birth
5. Driver's license number, state and classification
6. Evidence of Traffic Incident Management (TIMS) training

Contractor shall immediately provide KCSO with the above-identified information of any operator hired during the term of the Agreement. No tow truck operator is allowed to perform KCSO directed services until he/she has been approved by the KCSO.

In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Contractor agrees that the individual shall not be assigned to perform work under this agreement absent prior written consent from the Sheriff. Further, pursuant to 625 ILCS 5/4-203.5(b)(2), no one may "own a towing service or operate a vehicle on behalf of a towing service included on a tow rotation list if that person has been convicted during the 5 years preceding the application of a criminal offense involving" bodily injury, theft of property, sexual assault, or the attempt of any of these offenses.

Contractor assumes full responsibility for his employees and agents for all acts performed pursuant to this Agreement. Only competent, trustworthy, courteous, and sober employees with high integrity will be employed to perform any services required by this Agreement.

- H. *Pricing Notices and Payment Methods:* Contractor shall equip its tow truck operators with written notices containing their fee structure and all acceptable methods of payment which at the time of the tow or service, will be provided to the owner or driver of the vehicle. Acceptable methods of payment are defined as cash, major credit card (Visa and Master Card will be accepted at a minimum), or personal check, with the approval of Contractor. A sign disclosing the fee structure for services requested by the KCSO and all acceptable methods of payment shall be posted prominently in the main office of Contractor. Copies of the written notice provided to the tow truck operators and of the sign within the office of the Contractor, shall be provided by Contractor to the Sheriff or designee within (3) business days after the Agreement is signed by both County and Contractor. Contractor will ensure its drivers have the ability to complete a credit card transaction at the scene of a service request.
- I. *Tow Logs/Records:* The Contractor shall maintain a separate tow log or other acceptable record keeping system for the KCSO that will include the following information:
1. Time, date, location of tow (from & to), hold information, if applicable, officer authorizing the tow, and police report or incident number.
 2. Make, model, vehicle registration, and vehicle identification number of the

towed vehicle.

3. Itemized billing of initial service charges, special charges, storage charges, and vehicle repair charges if any.
4. Signed release form completed by the person claiming a vehicle.
5. Customer complaint forms approved by the Sheriff or his designee for a vehicle owner to report complaints about charges, additional vehicle charges, additional vehicle damage, lost or stolen items, or other related problems. Completed forms shall be forwarded to the Sheriff or his designee as soon as possible after a complaint has been filed with Contractor.

Items 1 and 2 above shall be maintained in a separate logbook. All KCSO related records will be open at any time for inspection by the Sheriff or his designee. Within the first ten (10) calendar days of every month, Contractor will provide to the Sheriff or his designee copies of every invoice paid by any party from the previous month as a result of Contractor providing services at the request of KCSO.

- J. *Notification:* Contractor is responsible for notifying the owner and/or insurance agent when a vehicle has been towed to the storage lot of Contractor because of a traffic collision. If after thirty (30) calendar days Contractor has been unable to notify the owner and/or insurance agent, Contractor will notify the KCSO to begin proceedings to process the vehicle as an unclaimed/abandoned automobile.

Crime Reports: Contractor immediately shall report to KCSO any acts of theft, vandalism or attempts of same to any vehicle towed as authorized by KCSO. Contractor will also file an incident report with the jurisdictional Police agency. The report to KCSO must include, 1) a description of items stolen or damage incurred; 2) a complete description of the car including make, model, year, license plate number, VIN and owners information; 3) the KCSO original report and incident numbers under which the tow was authorized; and, 4) the name of the police agency and the report number for the theft, vandalism, or attempt of the same.

- K. *Notice of Changes:* Contractor shall immediately notify the KCSO of any operational changes, including but not limited to, new equipment, changes in location of storage lots, new tow truck operators, etc. Failure to notify KCSO may result in Contractors' suspension from providing services until inspections ensuring compliance with required specifications are conducted.

- L. *Heavy Wrecker Sub-Contractor:* If Contractor has an agreement with another named towing agency to provide heavy wrecker towing related services to the KCSO, the agreement must be attached hereto and must include a provision requiring that agency to comply with the terms and conditions of the Agreement as if it was a party hereto. Contractor shall ensure, at all times the towing agency is providing services under this Agreement, all towing equipment belonging to the other agency bears the name, telephone number and town of Contractor. This may be done by the use of magnetic signs which

shall be displayed while services to the KCSO are being provided. Failure of another towing agency to display such signs may result in the Kendall County Sheriff's Office prohibiting the continued use of the other agency's services.

- M. *Incident Documentation:* Contractor will ensure its employees obtain either a traffic collision number, incident report number, or CAD incident number from any Deputy at any scene requiring its services, and include it on its invoice. Contractor further will ensure its employees pick-up at the Sheriff's Office the Contractor's copies of Tow Sheets, if not previously provided within the first 10 ten calendar days of every month.
- N. *Vehicle Disposal Requests:* Contractor will ensure the KCSO Tow Sheet is attached or the correct report number is included in the packet before submitting it to KCSO requesting the junking or auctioning of a vehicle.
- O. Contractors shall be eligible for Storage Fees beginning on the 25th hour after a vehicle is towed to its storage facility, unless a hold is placed on the vehicle, but not before then.
- P. *Conduct Violations:* Contractor will be removed from the KCSO Tow Service List, and will not be called for services, for reasons including, but not be limited to, the following:
 - 1. Repeated and continual failure to comply with administrative and legal requirements.
 - 2. Bona fide complaints of excessive charges.
 - 3. Repeated and continual failure to respond promptly when called for service.
 - 4. Criminal involvement in stolen vehicles, parts, etc., by the towing firm.
 - 5. Repeated, bona fide complaints from the public or County.
 - 6. The giving of gratuities, which may influence this Agreement.
 - 7. Inept performance.
 - 8. Unauthorized release of a vehicle which is on "hold" status.

The County may terminate the Agreement immediately for any of the reasons identified in this section. No additional payments, penalties, and/or early termination charges shall be required upon termination of the Agreement.

XIII. WARRANTIES

All services to be undertaken by Contractor shall be carried out by competent and properly trained personnel of Contractor to the highest standards and to the satisfaction of County. All services, materials, and components shall conform to relevant manufactures' and equipment suppliers' specifications, and all equipment shall be obtained from original manufactures or suppliers approved by County. No warranties implied or explicit may be waived or denied.

XIV. ASSIGNMENT

Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

XV. FORCE MAJEURE

Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a “force majeure event”). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event (“the claiming party”) shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party’s inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

XVI. CONTRACTORS LIABILITY INSURANCE

Contractor shall maintain for the duration of this Agreement, liability insurance which meets the requirements established by 625 ILCS 5/12-606 and 625 ILCS 5/4-203.5(b)(4) of the Illinois Vehicle Code. All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best’s rating of no less than A: VII. In addition to complying with the statutory requirements, each insurance policy shall not be cancelled or changed without thirty (30) calendar days’ prior written notice, given by the insurance carrier to County at the address set forth herein. Further, all coverage shall be at least as broad as the following:

- A. *Commercial General Liability (“CGL”)*: Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be \$2,000,000.
- B. *Umbrella/Excess Liability*: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate.
- C. *Automobile Liability*: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- D. *Workers’ Compensation Insurance*: Insurance as required by the State of Illinois, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

- E. *Garage Keeper's Liability Insurance:* Covering thefts from or damage done to vehicles while in storage with a combined single limit per occurrence shall not be less than \$500,000. This insurance must clearly indicate all storage facilities utilized for police-directed tows are covered.
- F. *Broader Coverage.* If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.
- G. *Additional Insured Status:* County and its, past, present, and future its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- H. *Primary Coverage:* For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to County, its past present and future officers, officials, employees, and volunteers. Any insurance maintained by County, its past present or future officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- I. *Waiver of Subrogation:* Contractor hereby grants to County and its, past, present, and future its officers, officials, employees, and volunteers a waiver of any right to subrogation which any insurer of said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.
- J. *Claims Made Policies:* If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work, (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work, and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the [COMPANY] must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- K. *Verification of Coverage:* Contractor shall furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. The Contractor shall have the affirmative duty of providing continued proof(s) of insurance to County if any of the policies expire during the term of this Agreement. Failure to provide continued proof(s) of insurance will result in the suspension

of the use of the Contractor's services until verification of insurance is provided. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- L. *Subcontractors*: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.
- M. *Special Risks or Circumstances*: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

XVII. REMEDIES

In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, County is required to use the services of an attorney, then County shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

XVIII. INDEPENDENT CONTRACTOR RELATIONSHIP

It is understood and agreed that Contractor is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with County. Contractor understands and agrees that Contractor is solely responsible for paying all wages, benefits and any other compensation due and owing to Contractor's officers, employees, and agents for the performance of services set forth in the Agreement. Contractor further understands and agrees that Contractor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Contractor's officers, employees, and/or agents who perform services as set forth in the Agreement. Contractor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents and agrees that County is not responsible for providing any insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents. Contractor hereby agrees to defend with counsel of County's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from County, its board members, officials, employees, insurers, and agents for any alleged injuries that Contractor, its officers, employees and/or agents may sustain while performing services under the Agreement.

XIX. NON-DISCRIMINATION

Contractor, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

XX. CHOICE OF LAW AND VENUE

This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

XXI. COMPLIANCE WITH STATE AND FEDERAL LAWS

Contractor agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

XXII. AUTHORITY TO EXECUTE AGREEMENT

The County and Contractor each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

XXIII. WAIVER.

Kendall County and/or the Company's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

XXIV. ETHICAL CONSIDERATIONS

Customer satisfaction in dealing with the towing company shall be of primary importance, along with other factors such as, but not limited to: response times, condition of equipment, cooperation with County, and the ability to adhere to the Agreement with the County. Any company performing County directed towing and impound services shall conduct its business in an orderly, professional, legal and ethical manner and use every means to gain and justify the confidence of the motoring public. In addition to the section concerning "Conduct Violations" any breach of confidence could be cause for immediate termination of this Agreement.

XXV. CONTRACTOR TOW ROTATION

All Firms selected and designated to provide towing services shall be listed on a roster to be kept by the Sheriff's Office. There will be a rotating list for five geographical areas throughout Kendall County from which these services will be provided; A list for normal type tows, a list for flat beds, and a list for medium type trucks with a gross vehicle weight rating (GVWR) not to exceed 16000 pounds. This list can also provide emergency semi-tractor/trailer service,

The county of Kendall will generally only enter into agreements with up to three companies in each geographical area, unless calls for service outweigh Contractor capabilities.

XXVI. COUNTERPARTS

This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

XXVII. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

This Agreement will go into effect once it and all the attachments are returned to the Sheriff and it has been signed by all parties.

In witness thereof, the said parties have executed and signed this Agreement on _____.

Kendall County Sheriff on behalf of Kendall
County Illinois, and the Kendall County
Sheriff's Office,

Contractor: _____

Signature: _____
Dwight Baird

Signature: _____
Name: _____
Title: _____

Vehicle Towing Policy

502.1 PURPOSE AND SCOPE

Best Practice

This policy provides guidance related to vehicle towing. Nothing in this policy shall require a member of this department to tow a vehicle.

502.2 POLICY

Best Practice

The Kendall County Sheriff's Office will tow vehicles when appropriate and in accordance with the law.

502.3 REMOVAL OF VEHICLES DUE TO HAZARD

State

When a vehicle should be towed because it presents a hazard, the owner or operator should arrange for the towing. Department members may assist by communicating requests through KENCOM to expedite the process.

If the owner or operator is unable to arrange for towing and the vehicle presents a hazard, the vehicle may be towed at the direction of the department member (625 ILCS 5/4-203).

Vehicles that are not the property of the County should not be driven by department members unless it is necessary to move the vehicle a short distance to eliminate a hazard, prevent the obstruction of a fire hydrant or comply with posted signs.

502.4 ARREST SCENES

Best Practice

Whenever the owner or operator of a vehicle is arrested, the arresting deputy should provide reasonable safekeeping by leaving the vehicle secured and lawfully parked at the scene or, when appropriate, by having the vehicle towed, such as when the vehicle presents a traffic hazard or the vehicle would be in jeopardy of theft or damage if left at the scene.

Deputies are not required to investigate whether alternatives to towing a vehicle exist after an arrest. However, a vehicle should not be towed if reasonable alternatives exist. When considering whether to leave a vehicle at the scene, deputies should take into consideration public safety as well as the reasonable safety of the vehicle and its contents.

The following are examples of situations where a vehicle should not be towed:

- The vehicle can be legally parked, left in a reasonably secure and safe location and is not needed as evidence.
- The vehicle is parked on private property, on which the arrestee or owner is legally residing, or the property owner does not object to the vehicle being parked at that location.

Kendall County Sheriff's Office

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Vehicle Towing Policy

- The arrestee or owner of the vehicle requests that it be released to a person who is present, willing and able to legally take control of the vehicle.
- The vehicle is legally parked and the arrestee or owner requests that it be left at the scene. In such cases the requester should be informed that the Department will not be responsible for theft or damages.

502.5 VEHICLES RELATED TO CRIMINAL INVESTIGATIONS

Best Practice

Deputies should tow vehicles that are needed for the furtherance of an investigation or prosecution of a case, or that are otherwise appropriate for seizure as evidence. Deputies should make reasonable efforts to return a recovered stolen vehicle to its owner rather than have it towed, so long as the vehicle is not needed for evidence.

502.6 RECORDS

Best Practice

Records Division members shall ensure that pertinent data regarding a towed vehicle is promptly entered into the appropriate database.

502.6.1 VEHICLE STORAGE REPORT

State

Department members towing a vehicle shall complete a vehicle tow report. The report should be submitted to the Records Division as soon as practicable after the vehicle is towed.

A copy of the vehicle tow report for a vehicle towed pursuant to 625 ILCS 5/4-202 or 625 ILCS 5/4-203 shall be provided to the tow service (625 ILCS 5/4-204).

502.7 TOWING SERVICES

State

Members shall not show preference among towing services that have been authorized for use by the Department. A rotation system established by the Department for tow services should be followed (625 ILCS 5/4-203.5).

502.7.1 TOW ROTATION LIST

State

The Operations supervisor is responsible for ensuring that tow rotation lists to be used by department members when authorizing tows is established and maintained (625 ILCS 5/4-203.5). All complaints regarding the process for inclusion on a tow rotation list or the use of a tow rotation list shall be forwarded to the Sheriff.

Members should only deviate from the rotation list in the following circumstances (625 ILCS 5/4-203.5):

- (a) A safety emergency justifies deviation.

Kendall County Sheriff's Office

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Vehicle Towing Policy

- (b) The tow service next on the list is incapable of or not properly equipped for handling a specific task related to the tow that requires special skills or equipment.

Members should document the reason for any deviation.

Towing firms are prohibited from soliciting tows that have not been requested by a member or the owner or operator of a disabled vehicle. Members should tell any such tow operator who is present or arrives to leave the scene (625 ILCS 5/4-203.5).

502.8 VEHICLE INVENTORY

Best Practice

The contents of all vehicles towed at the request of department members shall be inventoried and listed on the inventory report. When reasonably practicable, photographs may be taken to assist in the inventory.

- (a) An inventory of personal property and the contents of open containers will be conducted throughout the passenger and engine compartments of the vehicle including, but not limited to, any unlocked glove box, other accessible areas under or within the dashboard area, any pockets in the doors or in the back of the front seat, in any console between the seats, under any floor mats and under the seats.
- (b) In addition to the passenger and engine compartments as described above, an inventory of personal property and the contents of open containers will also be conducted in any other type of unlocked compartments that are a part of the vehicle, including unlocked vehicle trunks and unlocked car top containers.
- (c) Any locked compartments including, but not limited to, locked glove compartments, locked vehicle trunks, locked hatchbacks and locked car-top containers should be inventoried, provided the keys are available and released with the vehicle to the third-party towing company or an unlocking mechanism for such compartment is available within the vehicle.
- (d) Closed containers located either within the vehicle or any of the vehicle's compartments will be opened for inventory purposes if the container can be opened without damaging it.

Members should ask the occupants whether the vehicle contains any valuables or hazardous materials. Responses should be noted in the inventory report.

When practicable and appropriate, cash, jewelry or other small valuables located during the inventory process should be removed from the vehicle and given to the owner, or booked into property for safekeeping in accordance with the Property and Evidence Section Policy. A copy of the property record should be given to the person in control of the vehicle or, if that person is not present, left in the vehicle.

A copy of the vehicle inventory will be given to the tow truck operator.

These inventory procedures are for the purpose of protecting the vehicle owner's property, providing for the safety of department members and protecting the Department against fraudulent claims of lost, stolen or damaged property.

Kendall County Sheriff's Office

Policy Manual

Vehicle Towing Policy

Towing a vehicle in order to perform an inventory should not be used as a pretext for an evidence search. Nothing in this policy prevents the towing of a vehicle that would occur for reasons independent of any suspicion that the vehicle may contain evidence if it is otherwise justified by law or this policy.

502.9 SECURITY OF VEHICLES AND RETRIEVAL OF PROPERTY

Best Practice **MODIFIED**

If the search of a vehicle leaves the vehicle or any property contained therein vulnerable to unauthorized entry, theft or damage, the department member conducting the search shall take such steps as are reasonably necessary to secure or protect the vehicle or property from such hazards.

Unless it would cause an unreasonable delay in towing the vehicle or create an issue of officer safety, reasonable accommodations should be made to permit the owner, operator or occupant to retrieve small items of value or personal need (e.g., cash, jewelry, cell phone, prescriptions) that are not considered evidence or contraband.

Members who become aware that a vehicle may have been towed by the Department in error should promptly advise a supervisor. Supervisors should approve, when appropriate, the release of the vehicle.



KENDALL COUNTY OFFICE OF THE SHERIFF

Dwight A. Baird, Sheriff
1102 Cornell Lane Yorkville Illinois 60560
Phone: 630-553-7500 Fax: 630-553-1972
www.co.kendall.il.us/sheriff



TOW APPLICATION-BUSINESS INFORMATION Attachment-B

Business Name: _____

Owner Name: _____ Date of Birth: _____

Address: _____ City, State, Zip: _____

Phone #: _____ Owner Phone #: _____

Emergency Dispatch Phone #: _____ Fax #: _____

Owner Name: _____ Date of Birth: _____

Address: _____ City, State, Zip: _____

Phone #: _____ Owner Phone #: _____

Emergency Dispatch Phone #: _____ Fax #: _____

Owner Name: _____ Date of Birth: _____

Address: _____ City, State, Zip: _____

Phone #: _____ Owner Phone #: _____

Emergency Dispatch Phone #: _____ Fax #: _____

This business is a: _____ Individual Proprietorship

_____ Joint Venture

_____ Partnership

_____ Corporation

If applicable, give names, addresses and dates of birth of all partners, officers or directors, to include corporate title held as well as percentage of shares held by each.

Full Name	Sex & Race	Address	Date of Birth

Has the applicant, business, or member of the business ever had a wrecker or towing business license or contract revoked, suspended or cancelled? ____ Yes ____ No.

If yes, explain in full detail on a separate sheet of paper.

STORAGE FACILITY OR FACILITIES

Outside Storage

Location: _____

Length: _____ Width: _____ Total Square Feet: _____

Total Number of Storage Spaces: _____

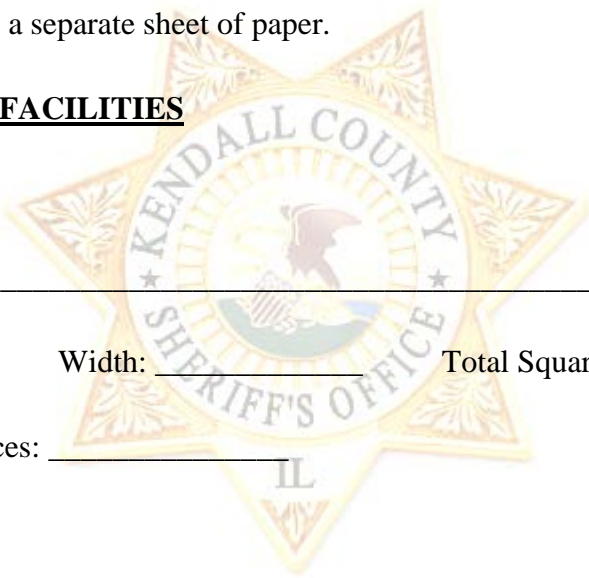
Inside Storage

Location: _____

Length: _____ Width: _____ Total Square Feet: _____

Total Number of Storage Spaces: _____

Type of Security (i.e. inside storage, fence, cameras, dogs, etc):



Tow Truck/s

Make: _____ Model: _____ Year: _____

License Plate: _____ State: _____ GVW: _____

Vehicle VIN # _____

Date of Last State Certificate of Safety: _____ Winch Capacity: _____

Number of Cylinders: _____ Number of Axles: _____

Make: _____ Model: _____ Year: _____

License Plate: _____ State: _____ GVW: _____

Vehicle VIN # _____

Date of Last State Certificate of Safety: _____ Winch Capacity: _____

Number of Cylinders: _____ Number of Axles: _____

Make: _____ Model: _____ Year: _____

License Plate: _____ State: _____ GVW: _____

Vehicle VIN # _____

Date of Last State Certificate of Safety: _____ Winch Capacity: _____

Number of Cylinders: _____ Number of Axles: _____

Make: _____ Model: _____ Year: _____

License Plate: _____ State: _____ GVW: _____

Vehicle VIN # _____

Date of Last State Certificate of Safety: _____ Winch Capacity: _____

Number of Cylinders: _____ Number of Axles: _____

USE ADDITIONAL SHEETS IF NEEDED

Tow Truck Driver/s

Name: _____

Address: _____

Sex: _____ Race: _____ Date of Birth: _____

Drivers License #: _____ State and Classification: _____

Name: _____

Address: _____

Sex: _____ Race: _____ Date of Birth: _____

Drivers License #: _____ State and Classification: _____

Name: _____

Address: _____

Sex: _____ Race: _____ Date of Birth: _____

Drivers License #: _____ State and Classification: _____

Name: _____

Address: _____

Sex: _____ Race: _____ Date of Birth: _____

Drivers License #: _____ State and Classification: _____

Name: _____

Address: _____

Sex: _____ Race: _____ Date of Birth: _____

Drivers License #: _____ State and Classification: _____

USE ADDITIONAL SHEETS IF NEEDED

Insurance carrier name: _____ Phone #: _____

Policy #: _____ Effective date: _____ Through Date: _____

Proof of vehicle insurance and price list is to be provided with application

Questionnaire:

How long has the above business been located at this address. _____?

Affiliations with motor clubs: Yes: _____ No: _____ List affiliation: _____

Provide emergency road services: Yes: _____ No: _____ (if yes circle: Tire Repair / Hose/ Belt Repair)

Payment type accepted: Credit Cards: Yes _____ No _____ Checks: Yes _____ No _____

Use cell Phones or Two Way Radios Yes: _____ No: _____ Cell #: _____

Equipment: (i.e. Cars only, Heavy Duty and Semi truck with maximum weight, etc)

1. _____
2. _____
3. _____
4. _____

Business hours for vehicle owners to claim vehicles: _____

What areas can you provide required towing services (see map): 1 2 3 4 5

Knowingly providing false information on this application will cause such application to be void. The signature will allow members of the Kendall County Sheriff's Office to conduct an investigation to certify that all information provided is correct. The Sheriff or his designee had the right to cancel any company for unsuitable performance. Also by signing this you are agreeing each owner and person operating a vehicle on behalf of the towing service has provided their fingerprints to the Department of the State Police. Furthermore each person operating a vehicle has completed a Traffic Management Training Program approved by the Department of Transportation.

All In accordance with 625 ILCS 5/4-203.5

Signature: _____

Title: _____

Date: _____



KENDALL COUNTY OFFICE OF THE SHERIFF

Dwight A. Baird, Sheriff
1102 Cornell Lane Yorkville Illinois 60560
Phone: 630-553-7500 Fax: 630-553-1972
www.co.kendall.il.us/sheriff



TWO YEAR FEES FOR SERVICES RENDERED (Year 2020/2021)

AttachmentC

Towing and Storage Services

A. All types of vehicle tows- Charges to vehicle owner	Pounds by Registration (GVWR)	
	Up to 12,000	12,000-40,000
<i>Base tow-arrest, motorist assist</i>	\$160.00	\$180.00
<i>Crash tow</i>	\$175.00	\$200.00
<i>Winching charge (per half hour)</i>	\$50.00	\$50.00
<i>Roll Over/Upright Services (per occurrence)</i>	\$50.00	\$125.00
<i>Per bag or partial bag of oil dry used (charge noted will be equally billed to all parties. Example: \$20.00 charge for 1 bag of oil dry at 2 vehicle collision, each party billed \$10.00)</i>	\$20.00	\$20.00
<i>Per day per vehicle for outside storage**</i>	\$30.00	\$30.00
<i>Per day per vehicle for inside storages**</i>	\$40.00	\$40.00
<i>Per mile if not towed to contractor's place of business or is within a 10-mile radius of the sites being towed from</i>	\$3.00	\$3.00
<i>Any towed vehicle that requires an additional person</i>	\$75.00	\$75.00
<i>Abnormal clean-up, spilled cargo (per half hour)</i>	\$50.00	\$50.00
<i>Stand-By-per 30 minutes-(after the first 30 minutes on scene)</i>	\$30.00	\$30.00

**Over 40,000 pounds refer to Towing operator's established rate*

B. Emergency road service (jump start, tire change, etc.) no tow involved:

Per service call \$80.00

C. After hours vehicle release

Per release \$50.00

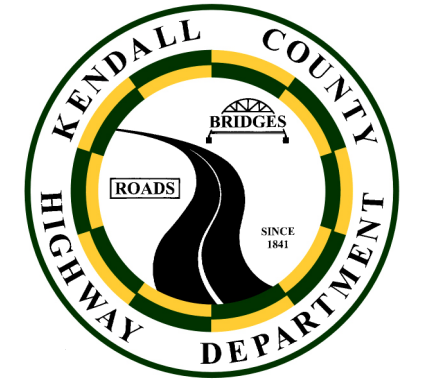
Storage fees are per day or portion thereof **after the first twenty-four (24) hours; there is no charge for the first twenty-four (24) hour period. No storage charges will be charged to the Kendall County Sheriff's Office for vehicles. Should the owner of the vehicle not pay the storage charges and state law allows for the sale of the vehicle, the storage charges will be deducted from the monies derived from the sale of the vehicle. If the amount paid for abandoned vehicles does not equal the cost of the storage fees, the contractor agrees such costs will be absorbed by the contractor and will not be charged to the County of Kendall.

Major Credit Cards need to be accepted. Towing agencies are called for service on a rotating basis as needed by the Kendall County Sheriff's Office. Rates apply seven days a week, 24 hours a day, holidays included.

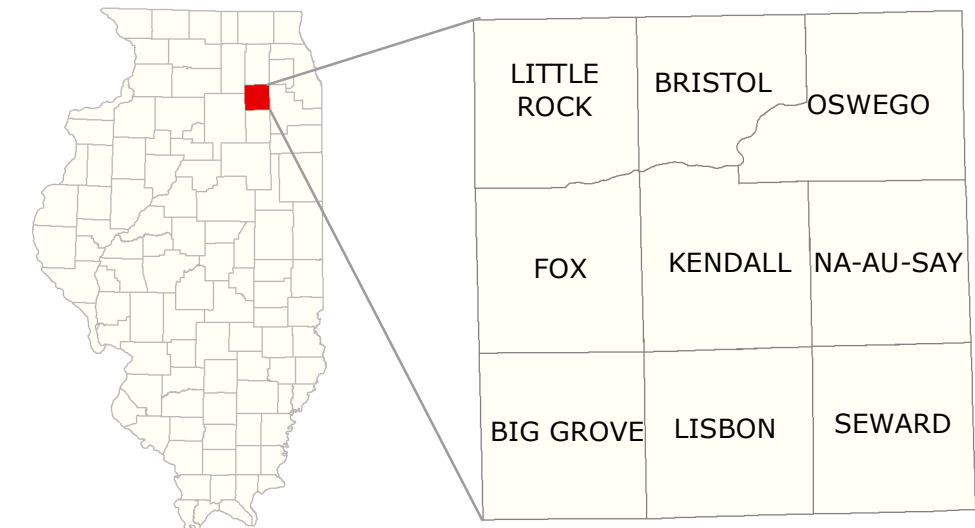
HIGHWAY MAP KENDALL COUNTY

- 2019 -

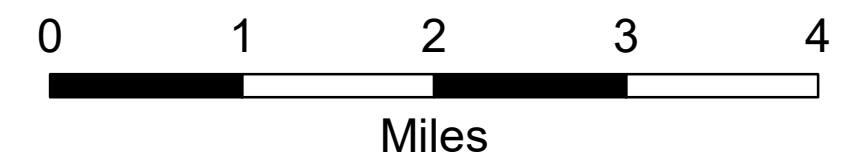
<http://www.co.kendall.il.us>



Townships



1 inch = 1 mile



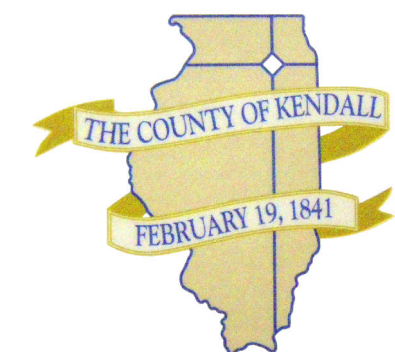
Legend

- | | | | |
|--|------------------------|--|------------|
| | ADJACENT COUNTY | | AURORA |
| | COUNTY | | JOLIET |
| | INTERSTATE | | LISBON |
| | STATE | | MILLBROOK |
| | FEDERAL | | MILLINGTON |
| | BITUMINOUS | | MINOOKA |
| | GRAVEL | | MONTGOMERY |
| | DIRT | | NEWARK |
| | LOCAL | | OSWEGO |
| | RAILROAD | | PLAINFIELD |
| | SECTIONS | | PLANO |
| | POLITICAL TOWNSHIPS | | PLATTVILLE |
| | COUNTY FOREST PRESERVE | | SANDWICH |
| | STATE PARK | | YORKVILLE |

Published by:
Kendall County Highway Department

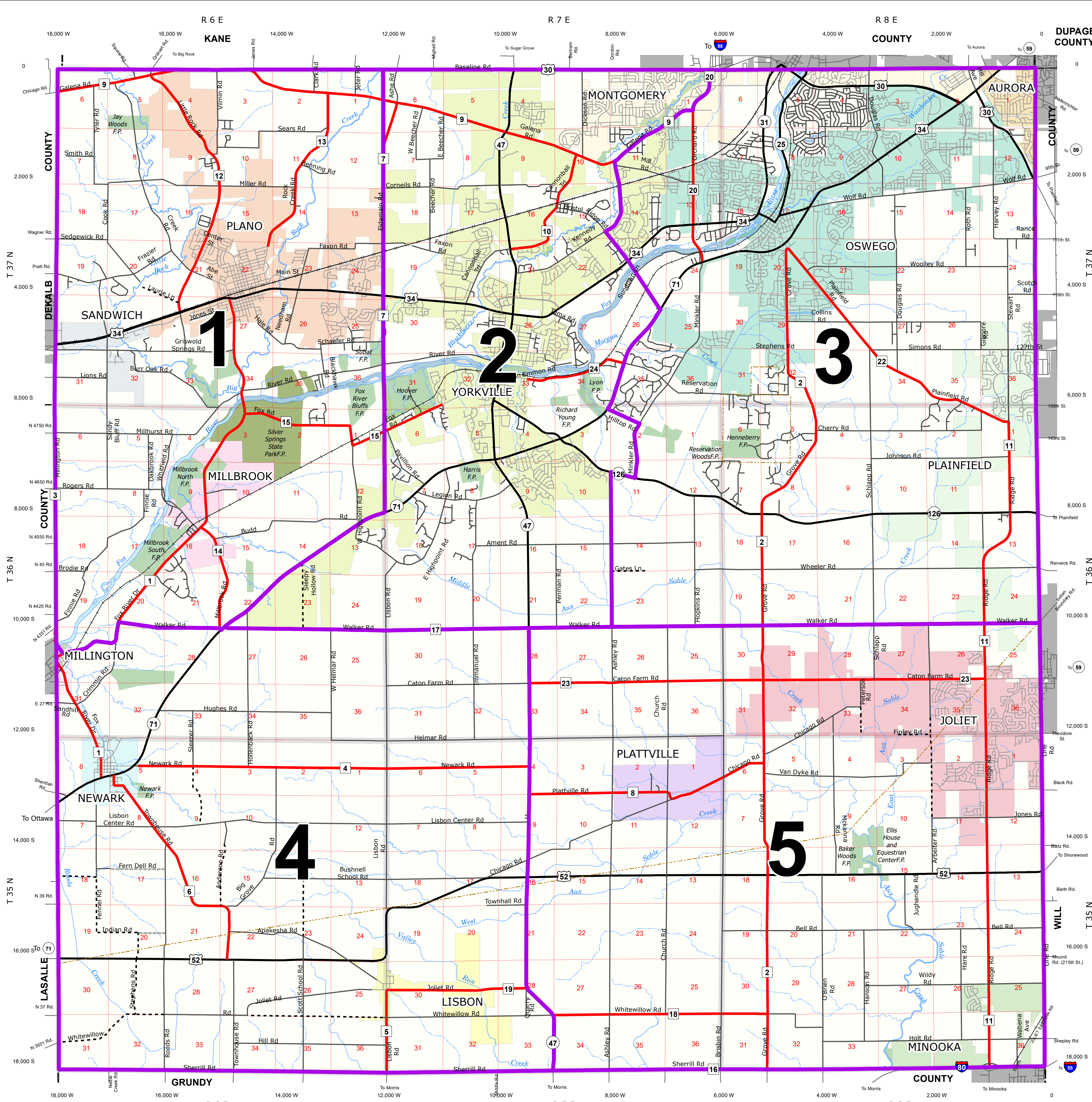
Francis C. Klaas, P.E.
County Engineer

Department Headquarters
6780 Route 47
Yorkville, IL 60560
Phone (630) 553-7616
FAX (630) 553-9583
More available at www.co.kendall.il.us



Kendall County GIS
111 West Fox Street - Room 308
Yorkville, Illinois 60560
630.553.4212

NOTE: The Rural Roads Identification System employs a numbering system based on a grid-mile coordinate system. The mileage is measured from the northeast corner of County. Each grid section west and south of that corner receives a 1000 number added consecutively across the County. Intermediate intersections would be proportionate parts of 1000.



Base map derived from the Kendall County GIS with assistance from Kendall County Highway Department.