




POLICE DEPARTMENT

1418 Miner Street
Des Plaines, IL 60016
P: 847.391.5400
desplaines.org

MEMORANDUM

Date: March 12, 2024
To: Michael G. Bartholomew, City Manager
From: David Anderson, Chief of Police 
Subject: Agreement for Police Towing Services -Tri-R Service

Issue: The current police towing agreement with Tri-R Service is over twenty years old. A new agreement is recommended to continue with these services.

Analysis: The City has utilized Tri-R Service for many years to handle police related towing. The last agreement for the company was approved in January of 2002 by the City Council. Since that time there have been no updates or changes to the agreement. Due to the length of time since the last agreement, staff is recommending the approval of the new attached agreement. The new agreement has been created by the City's legal counsel and approved by Tri-R Service. This new agreement is for a term of one-year, with automatic renewal for three one-year terms.

Tri-R Service meets all of the City's requirements. This includes having a storage yard within Des Plaines that is available for use on a 24-hour basis with set business hours as stated in the agreement.

Recommendation: I recommend that the City Council approve the Agreements for Police Towing with Tri-R Service, 419 E. Golf Road, Des Plaines, IL 60016 for a term of one year, with automatic renewal for three one-year terms.

Attachments

Resolution R-80-24

Exhibit A -Agreement for Police Towing – Tri-R Service

CITY OF DES PLAINES

RESOLUTION R - 80 - 24

A RESOLUTION APPROVING AN AGREEMENT WITH TRI-R SERVICE FOR POLICE TOWING SERVICES.

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the City to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the City desires to enter into an agreement with Top Tier Towing, LLC, d/b/a Tri-R Service, ("*Tri-R Service*") for the performance of certain towing services within the City as such services are needed over time ("*Towing Agreement*"); and

WHEREAS, Tri-R Service has performed towing services in the City in the past to the City's satisfaction; and

WHEREAS, the City Council has determined that it will serve and be in the best interest of the City and the public to enter into the Towing Agreement with Tri-R Service;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Plaines, Cook County, Illinois, in the exercise of its home rule powers, as follows:

SECTION 1: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the City Council.

SECTION 2: APPROVAL OF AGREEMENT. The City Council hereby approves the Towing Agreement in substantially the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the General Counsel.

SECTION 3: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

[SIGNATURE PAGE FOLLOWS]

PASSED this ____ day of _____, 2024.

APPROVED this ____ day of _____, 2024.

VOTE: AYES ____ NAYS ____ ABSENT ____

MAYOR

ATTEST:

Approved as to form:

CITY CLERK

Peter M. Friedman, General Counsel

CITY OF DES PLAINES

AGREEMENT FOR POLICE TOWING SERVICES

Full Name of Contractor Top Tier Towing, LLC, d/b/a Tri-R Service ("Contractor")

Principal Office Address 419 E. Golf Road, Des Plaines, IL 60016

Local Office Address 419 E. Golf Road, Des Plaines, IL 60016

Contact Person Mahmoud Haleem (Mike)

Telephone (773)519-3519 Email fclasstowing@gmail.com

TO: **CITY OF DES PLAINES**
1420 Miner Street
Des Plaines, IL 60018
Attention: Tim Doherty

Contractor warrants and represents that Contractor has carefully examined this Agreement and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, which are securely stapled to the end of this Agreement.

1. Services

A. Agreement and Services. Contractor shall, at its sole cost and expense, provide, perform, and complete, in the manner specified and described, and upon the terms and conditions set forth, in this Agreement, all of which is herein referred to as the "Services" and all of which is described in further detail in **Exhibit A** attached to this Agreement:

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner specified and described in this Agreement, all necessary work, labor, services, transportation, equipment, materials, supplies, information, data, and other means and items necessary for police-directed towing services in and around the City of Des Plaines, Illinois ("**Services Site**");
2. Permits. Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith;
3. Bonds and Insurance. Procure and furnish all bonds and all insurance specified in this Agreement;
4. Taxes. Pay all applicable federal, state, and local taxes;
5. Miscellaneous. Do all other things required of Contractor by this Agreement; and
6. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with highest standards of professional towing practices, in full compliance with, and as required by or pursuant, to this Agreement, and with the

greatest efficiency and expedition consistent therewith, with only undamaged and first quality equipment, materials, and supplies.

B. Performance Standards. Contractor agrees that all Services shall be fully provided, performed, and completed in accordance with the specifications outlined in and attached to this Agreement.

C. Responsibility for Damage or Loss. Contractor agrees that Contractor shall be responsible and liable for, and shall promptly and without charge to City repair or replace, damage done to, and any loss or injury suffered by, City, the Services, the Services Site, or other property or persons as a result of the Services.

2. Agreement Price

A. Schedule of Rates.

Contractor shall take in full payment for providing, performing, and completing all Services and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth in the maximum rate schedule ("**Rate Schedule**") set forth in **Exhibit B** to this Agreement; provided, however, that at the conclusion of the first Renewal Term, the City and Contractor shall, and do hereby agree to, negotiate in good faith regarding any proposed increases in any fee set forth in the Rate Schedule. No other fees or charges are allowed. Specifically, and without limitation of the foregoing: (1) the Contractor shall not impose any fee or charge for any Heavy Duty Towing except as expressly set forth in Exhibit B to this Agreement; and (2) if any vehicle towed pursuant to this Agreement remains in the Contractor's storage facility beyond the term of the Agreement, the Contractor shall not increase the Daily Storage Fee amount beyond the amount listed in Exhibit B to this Agreement.

B. Basis For Determining Prices.

It is expressly understood and agreed that:

1. All prices stated in the Rate Schedule are firm and shall not be subject to escalation or change;
2. City is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Rate Schedule, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Services are included in the Rate Schedule and;
4. Contractor has thoroughly examined this Agreement prior to submission of its bid.

C. Time Of Payment.

It is expressly understood and agreed that all payments shall be made by the owner (or agent thereof) of the vehicle that has been towed or for which service has been called, and shall be paid at the time of release of the vehicle. Under no circumstances shall the City be liable for, or responsible to make or collect, any charge or payment to or on behalf of Contractor, Contractor shall accept cash,

certified checks, and bankcards under generally accepted business guidelines as payment for Work by individuals who have had their vehicles towed and/or stored by Contractor.

3. **Agreement Time**

Time is of the essence of this Agreement and, except where stated otherwise, references in this Agreement to days shall be construed to refer to calendar days. Contractor agrees that Contractor shall commence the Services immediately following City's acceptance of this Agreement ("**Commencement Date**"). Contractor agrees that Contractor shall perform the Services diligently and continuously throughout the term of the Agreement.

The initial term of this Agreement shall be for one year, beginning on the Commencement Date ("**Initial Term**"). This Agreement shall automatically be renewed for up to three additional one-year terms (each a "**Renewal Term**"), unless either party, at least ninety days prior to the end of the then-applicable Agreement term, notifies the other party in writing of its intent not to renew this Agreement for the next Renewal Term.

4. **Financial Assurance**

A. **Insurance.** Contractor agrees that Contractor shall provide certificates of insurance evidencing the minimum insurance coverages and limits set forth on Exhibit A or in the types and amounts required by law, whichever is greater within 10 days following City's acceptance of this Agreement. For good cause shown, the City may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the City may impose in the exercise of its sole discretion. Such policies shall be in a form acceptable to the City and from companies with a general rating of A-, and a financial size category of Class V or better, in Best's Insurance Guide and otherwise acceptable to the City. Such policies shall be for terms not less than six months. Such policies shall be in a form, and from companies, acceptable to City. The City shall be named as an additional insured on these certificates and policies of insurance. The insurance coverages and limits set forth on Exhibit A shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on Contractor's duty to carry adequate insurance or on Contractor's liability for losses or damages under this Agreement. For the purposes of this Section, the Services required by the Agreement shall not be deemed completed while any cars towed pursuant to this Agreement remain in the Contractor's storage facility, even if such vehicles remain beyond the term of this Agreement.

B. **Indemnification.** Contractor agrees that Contractor shall indemnify, save harmless, and defend City against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Contractor, except to the extent caused by the sole negligence of or the intentional willful or wanton act of the City or its employees, or any failure to meet the representations and warranties set forth in this Agreement.

C. **Penalties.** Contractor agrees that Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Services or any part thereof.

5. Contractor's Representations and Warranties

In order to induce City to accept this Agreement, Contractor hereby represents and warrants as follows:

A. The Services. The Services, and all of its components, shall be of merchantable quality; shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized towing firms in performing services of a similar nature in existence at the time of performance of the Services, shall strictly conform to the requirements of this Agreement, including without limitation, the performance standards set forth in Subsection 1B of this Agreement; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Agreement and the warranties expressed herein shall be in addition to any other warranties expressed or implied by law, which are hereby reserved unto City.

B. Compliance with Laws. The Services, and all of its components, shall be provided, performed, and completed in compliance with, and Contractor agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time. The Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services is provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.*

Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted into this Agreement.

C. Not Barred; No Collusion. Contractor is not barred by law from contracting with City or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1; or (ii) a violation of either Sec. 33E-3 or Sec. 33E-4 of Art. 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*

Contractor hereby represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation if at any time it shall be found that the Contractor has, in procuring this Agreement, colluded with any other person, firm, or corporation, then Contractor shall be liable to the City for all loss or damage that the City may suffer thereby, and this Agreement shall, at the City's option, be null and void.

D. Qualified. Contractor has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Contractor to perform the Services successfully and promptly and to commence and complete the Services within the Agreement Price and Agreement Time provisions set forth above.

E. Patriot Act Compliance. Contractor represents and warrants to the City that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or

entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. Contractor further represents and warrants to the City that Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. Contractor hereby agrees to defend, indemnify and hold harmless the City, its corporate authorities, and all City appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

6. General Provisions

A. Default.

1. Default. If the City determines that the Contractor has failed or refused to properly undertake the Services with diligence, or has delayed in the undertaking of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("**Event of Default**"), and fails to cure any the Event of Default within ten days after the Contractor's receipt of written notice of the Event of Default from the City, then the City will have the right, notwithstanding the availability of other remedies provided by law or equity, to pursue any one or more of the remedies provided for under this Agreement.
2. Remedies. In case of any Event of Default, the City may pursue the following remedies:
 - a. Cure by the Contractor. The City may require the Contractor, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Contractor and the Services into compliance with this Agreement; or
 - b. Termination of Agreement. The City may terminate this Agreement as set forth in Exhibit A and the City will not have any liability for further payment of amounts due or to become due under this Agreement.

B. No Waiver. No waiver of any provision of this Agreement will be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor will any waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

C. Severability. The provisions of this Agreement shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Agreement shall be in any way affected thereby.

D. Amendments. No amendment to this Agreement will be effective unless and until the amendment is in writing, properly approved in accordance with applicable procedures, and executed.

E. Assignment. Neither Party may assign their rights or obligations under this Agreement without the prior written consent of the other party. The City Manager may, on behalf of the City, provide the necessary consent to an assignment.

F. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the City and the Contractor with respect to the Scope of Services and the Services.

G. Governing Law; Changes in Laws. This Agreement will be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Exclusive jurisdiction with regard to the any actions or proceedings arising from, relating to, or in connection with this Agreement will be in the Circuit Court of Cook County, Illinois or, where applicable, in the federal court for the Northern District of Illinois. The Parties waive their respective right to transfer or change the venue of any litigation filed in the Circuit Court of Cook County, Illinois.

H. Agreement not Exclusive. This Agreement is not exclusive. If determined by the City to be appropriate or necessary to the City, its residents, or motorists within the City, then the City, in the exercise of its sole discretion, may select additional towing firms to perform the Services, may acquire services from time to time as necessary from a towing company not under Agreement with the City, and may terminate this Agreement or any other Agreement as to the Contractor or any one or more other towing firms in accordance with the terms of this Agreement.

I. No Third Party Beneficiaries. The provisions of this Agreement are and will be for the benefit of the Contractor and City only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement. The City will not be liable to any vendor or other third party for any agreements made by the Contractor, purportedly on behalf of the City, without the knowledge and approval of the Corporate Authorities.

J. Binding Effect. This Agreement shall be binding on the City and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Agreement to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

K. Relationship of the Parties. Contractor shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between the City and Contractor or (2) to create any relationship between the City and any subcontractor of Contractor.

L. City's Right To Terminate or Suspend Services for Convenience. The City shall have the right, for its convenience, to terminate or suspend the Services in whole or in part at any time upon 30 day written notice to Contractor. Each such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Services under this Agreement. In the event of any termination pursuant to this Section, the City shall pay Contractor such fees for Services for which the City is responsible for payment, if any, as Contractor may have reasonably and necessarily incurred prior to the date of such termination. Any immediate termination or suspension of Contractor's rights under this Agreement for an alleged default

that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of the City under of this Agreement.

M. Termination for Cause. The failure of the Contractor to properly perform any of the Services under this Agreement shall be cause for the immediate termination of the Agreement without 30 day written notice.

N. Contractor's Right To Terminate. Contractor shall have the right to terminate this Agreement at any time upon 30 days' advance written notice to the City. Termination of this Agreement by Contractor shall not relieve Contractor of any liability to the City existing as of the date of such termination or accruing at any time as the result of, or related to, any act or failure to act on the part of Contractor prior to such termination.

O. Notices. Any notice required to be given under this Agreement must be in writing and must be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by E-mail. E-mail notices will be deemed valid and received by the addressee only upon explicit or implicit acknowledgment of receipt by the addressee. Unless otherwise expressly provided in this Agreement, notices will be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 10.E, each party will have the right to change the address or the addressee, or both, for all future notices to the other party, but no notice of a change of addressee or address will be effective until actually received.

City of Des Plaines
1420 Miner Street
Des Plaines, IL 60018
Attention: Police Chief

with a copy to:

Elrod Friedman LLP
325 N. LaSalle Street, Suite 450
Chicago, IL 60654
Attention: Peter Friedman

P. Interpretation. This Agreement will be construed without regard to the identity of the Party which drafted the various provisions of this Agreement. Every provision of this Agreement will be construed as though all Parties to this Agreement participated equally in the drafting of this Agreement. Any rule or construction that a document is to be construed against the drafting party will not be applicable to this Agreement.

Q. Calendar Days; Calculation of Time Periods. Unless otherwise specific in this Agreement, any reference to days in this Agreement will be construed to be calendar days. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event on which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any period will be deemed to end at 5:00 p.m., Central time.

R. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, is deemed to be an original, but all of which together will constitute one and the same instrument.

ATTEST:

CITY OF DES PLAINES

By: _____
City Clerk

By: _____
City Manager

ATTEST:

CONTRACTOR

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A

SPECIFICATIONS FOR POLICE TOWING SERVICES

Contractor will provide towing and storage services to the City of Des Plaines Police Department (CITY) for vehicles involved in accidents, disabled vehicles, abandoned vehicles, booted vehicles, vehicles seized or impounded as evidence, recovered stolen vehicles, vehicles involved in crimes, vehicles relocated during a city emergency, and city vehicles. These services shall be available on a twenty-four (24) hour per day, 365 days per year basis.

TOWING SERVICES

Towing services shall include tow truck, a qualified driver and all fuel, maintenance, repairs, permits, insurance as outlined in the Illinois vehicle code, 625 ILCS 5/12-606 and any other items of expense or equipment necessary to render complete towing service. The towing service shall be licensed by the Illinois Commerce Commission (I.C.C.), and all tow truck drivers shall have a current license issued by the Secretary of State. Towing service shall comply with all Federal, State, I.C.C., and local legal requirements and policies.

The towing service will have in operation at all times a minimum of two (2) heavy-duty wreckers each equipped with a 10,000-pound power winch, crane and boom; and one (1) flatbed type heavy-duty wrecker with a 10,000-pound capacity. However, a towing service who is unable to provide the flatbed type wrecker may execute a statement indicating that such a wrecker is available to be brought to a scene. Such statement shall be in writing and indicate the name and location of the alternate towing agency which will provide the flatbed wrecker. If a written contract is executed between the primary towing service and the alternate towing agency, a copy of said contract will be provided to the CITY. This statement will be incorporated as part of the agreement upon acceptance by the CITY. Should the alternate towing agency be used, all tows will be made to the primary towing facility. The towing service shall maintain and keep the equipment in good operating condition and appropriately licensed and inspected by the state. Evidence of license and last inspection shall be submitted to the CITY prior to execution of Agreement. Agency must show proof of ownership and/or contractual agreement acceptance to the city covering the term of the Agreement.

The towing service agrees to maintain communication with CITY on a 24-hour availability basis. All trucks shall be equipped with a two-way radio on a commercial frequency for the sole purpose of communicating with the towing services base station and shall be appropriately licensed by the F.C.C. Service under this Agreement is to be rendered only upon request of the CITY. The towing service, upon notification by the police department shall immediately send the requested number of tow trucks to the designated location and at the direction of the police officer in charge at the scene shall remove the wrecked/abandoned/disabled vehicle or vehicles from the scene directly to the towing service's storage facility, or the city pound for the price specified in the Agreement.

The towing service shall consider calls from the CITY as having first priority over requests for towing service from other parties. The towing service will furnish the CITY with the names of all other agencies with which the towing service has a towing Agreement or agreement, when the Agreement becomes effective, and any other agreements entered into by the towing service during the term of the Agreement.

Monday through Friday during normal business hours, the towing service will arrive at the scene of a requested tow with the requested equipment within fifteen (15) minutes after notification has been made. On weekends and after normal working hours the contractor will arrive at the scene of a tow within twenty-five (25) minutes after notification has been made.

No additional fees or labor charges shall be assessed for standard tows. Tows shall consist of, but not limited to, any and all labor that results from hooking up, hoisting, and towing away any normally parked vehicle. This includes gaining entry to the vehicle, straightening the front wheel, tying the wheel, releasing the brake, and disconnecting the transmission on a rear wheel drive vehicle.

The towing service expressly assures full responsibility and liability for all property entrusted to its care, including equipment and contents thereof. To the fullest extent possible, the towing service hereby agrees to indemnify, defend, and hold harmless the City of Des Plaines against any and all claims, demands, suits, and liabilities arising from or resulting from any and all acts performed pursuant to this Agreement. The towing service will assign only competent, trustworthy, courteous, and sober employees and drivers to provide towing services under the provisions of this Agreement.

The towing service agrees to maintain a storage yard within close proximity of the City of Des Plaines, available for use on 24-hour basis. The storage site must meet all state, county, and municipal laws and/or ordinances applicable to the storage site jurisdiction. The storage facility must be able to accommodate a minimum of 45 towed vehicles for the CITY. The stacking of vehicles is not permitted until certificate of purchase is granted to the towing service.

The towing service will maintain office hours of operation consistent with normal business hours Monday through Friday. The towing service shall also maintain standard office hours of operation on Saturdays.

Business hours are as follows:

Monday-Friday	7:00am-6:00pm
Saturday	8:00am-2:00pm
Sunday	Closed
Holidays	Closed

SCHEDULE OF RATES

Attached to and made part of this Agreement as Exhibit B to the Agreement is the Schedule of Rates. The Schedule of Rates shall remain in effect for the entire term of this Agreement and any extensions and may only be amended by the signed agreement of both parties to this agreement.

OTHER SERVICES

The towing service will charge the CITY one set fee per contract for the following tows; squad vehicles, booted vehicles, vehicles towed for evidentiary purposes, or vehicles seized or impounded. The towing service shall not charge the CITY storage charges.

ABANDONED VEHICLES:

The towing service shall tow abandoned vehicles found on public or private property at the request of the CITY. These vehicles shall be towed to the towing services yard or city pound and held for the owner. If the owner claims the vehicle, the towing service shall collect from the owner all fees and charges due under the Agreement. If the owner does not claim the vehicle the towing service may dispose of the vehicle in accordance with Illinois law, and per procedures approved by the CITY. Towing of abandoned vehicles is at no cost to the CITY.

BOOTED VEHICLES:

The towing service shall tow booted vehicles at the request of the CITY. These vehicles shall be towed to the towing service yard or city pound at the direction of the officer in charge. The towing service can

charge a maximum of seven days storage for vehicles towed to the service yard at the expense of the vehicle owner.

When a vehicle is towed to a location other than the storage facility, and then tows to the towing yard or city pound and subsequently towed to either location, the vehicle owner shall be required to pay for only one tow.

CITY DECLARED EMERGENCY

If the City Manager or Public Works Director declares that an emergency exists, the towing firm will provide tow trucks to relocate vehicles at city or the CITY direction for the regular fee as indicated on the fee schedule. The towing firm must have a minimum of three tow trucks at the city or CITY disposal. Snow accumulation of two inches or more may be included as emergencies at the direction of the Director of Public Works.

COURT ORDERED RELEASES

In the event a Court of competent jurisdiction, or a duly authorized Administrative Hearing Officer, should order the release of a car towed at the request of the City without charge to the owner, the towing service shall waive all costs of towing and storage to the owner or the City.

When the CITY places a “hold” on a towed vehicle, the vehicle shall not be released, services, inspected, repaired, contracted for service or repair, or have personal property on or within the vehicle removed from it without a signed “release” form from the CITY. Any vehicles booted, impounded, or seized for evidentiary purposes shall be deemed to have a hold on it.

DRIVERS/OPERATORS

The towing service will provide the CITY with the following information on each tow truck operator employed on the date, which the Agreement is effective, and any operator hired during the term of the Agreement.

1. Name
2. Address
3. Date of Birth
4. Driver’s License number, State, and Classification

ADHERENCE TO LAWS

The existence of a Agreement between the City of Des Plaines and the towing service does not exempt any of the towing service employees from any State, County, or Municipal laws or ordinances nor does it convey any special privileges or rights upon said employees.

DISPLAY OF FEE SCHEDULE

The towing service shall have printed fee schedules, as stipulated in this Agreement, available upon demand to person(s) being serviced under this Agreement. Additionally, a copy of the printed fee schedule shall be posted in plain view to the public in a conspicuous place at the towing service’s place of business.

LOG BOOK, RECORDS, & REPORTS REQUIRED

The towing service will maintain a log book of police-directed tows, or other acceptable record keeping system, that will include the following information kept on a city approved form:

1. Time, date, and location of tow, hold information if applicable, the reason for the tow, and the police report number;
2. The year, make, model, license plate number, and vehicle identification number of the towed vehicle; and,

3. The date the vehicle was released.

The towing service shall maintain the following additional records on police-directed tows:

1. The date and time the vehicle owner was notified of the tow;
2. Itemized billing of all tow and storage charges;
3. A copy of the signed release form completed by the person claiming vehicle;
4. Copies of all complaints. The towing service shall have a customer complaint form, approved by the CITY, available for vehicle owners to file complaints about the towing service, its employees, or the service provided under the terms of this Agreement. A copy of every completed complaint form shall be forwarded by the towing service to the CITY at the time of completion.

The towing service shall provide the CITY with a written inventory and status report on all police-directed towed vehicles on a monthly basis. This report shall be due before the tenth day of the following month. If the towing service fails to include any police-directed or police department tow in this report, the vehicle owner's responsibility will be limited to the charges incurred the month it was towed.

All of these records will be open for inspection and copying by the CITY at any time.

OWNER/AGENT NOTIFICATION

The towing service will be responsible for contacting the owner and/or insurance agent of police-directed towed vehicles within 48 hours under normal circumstances. If after 30 days the towing service has been unable to contact the owner and/or insurance agent, the towing service will notify the police department abandoned auto processing officer to begin proceedings to process the vehicle as an unclaimed auto.

METHODS OF PAYMENT

Cash, check, and bank type credit cards under generally accepted business guidelines are to be accepted methods of payment for towing service's services by individuals who have had their vehicles towed and/or stored by towing service.

TOWING SERVICE'S LIABILITY INSURANCE

Towing service shall maintain for the duration of this Agreement statutory Workman's Compensation and/or Employer's liability insurance. Towing service shall maintain for the duration of this Agreement liability insurance in the form of a comprehensive, general, and automobile liability policy. Such policy shall protect him from the claims for bodily injury, including death, to his employees and all others; and from claims from claims for property damage, and/or all of which may arise out of result from the towing service's operations under this Agreement. The insurance shall be in sufficient amounts to reasonably assure the towing service's solvency in the event of any injuries, deaths, or property damage with the following minimum limits:

	<u>PER PERSON</u>	<u>PER ACCIDENT</u>
1. Bodily Injury	\$500,000	\$1,000,000
2. Property Damage	\$500,000	\$1,000,000
3. Umbrella Liability	Limits shall not be less than \$2,000,000 Bodily Injury and Property Damage Combined Single Limit.	

Towing service shall not commence work under this Agreement until he has obtained all insurance required hereunder and such insurance has been approved by the CITY. Approval of the insurance by the CITY shall not relieve or decrease the liability of the towing service hereunder. Certificates of such

insurance shall be filed with the City prior to commencing work. Additionally, the Contractor will provide the CITY with a letter from the insurance carrier that the CITY will be notified within 10 days of the pending cancellation of any policy relating to this Agreement. The City of Des Plaines shall be named as an additional insured on these insurance contracts.

AGREEMENT NOT EXCLUSIVE

This Contract is not exclusive. The CITY, in its sole discretion, may establish and designate the time periods and geographic areas in which a towing firm shall provide the Services, in which event the Contractor shall provide the Services. Contractor acknowledges and agrees that being assigned to service a particular geographic area or time period does not preclude the CITY from calling Contractor to provide the Services in another geographic area or time period, as necessary for proper police and municipal services.

AGREEMENT TERMINATION

The City and the towing service reserve the right to terminate this Agreement without cause upon 30-day notice to the other party in writing.

The City reserves the right to terminate this Agreement without notice should the towing company violate any of the following:

1. Failure to respond to calls for service within the time limits specified under this Agreement, and such failure is without good cause;
2. Failure to release a vehicle to an owner when the Agreement calls for said release;
3. Overcharging either owners of towed vehicles, or the City for towing services;
4. Failure to abide by a Court Order or Order of Administrative Hearing Officer.

The awarding of this Agreement is looked upon by the CITY as a public trust and the towing service is expected to give the highest quality service and treatment to the CITY.

EXHIBIT B
RATE SCHEDULE

Service	City	Private
Tows:		
Accident Tow	\$40	\$125
Non-Accident Tow	\$40	\$125
Heavy Duty Tow	\$450/hr	\$600/hr
Police Related Tows:		
Relocations	\$40	\$125
Booted Vehicles	\$40	\$125
Abandoned Vehicles:		
Public Property	\$40	\$125
Private Property	\$40	\$125
Service Calls:		
Battery Boost	N/A	\$45-65
Lock-out	N/A	\$45-65
Tire Change	N/A	\$45-65
Winching	N/C	\$60/Hr
Miscellaneous Service Supplies	N/C	Starting at \$5
Additional Flatbed	N/C	\$125
Storage:		
Accident (per day)	N/A	\$50
Non-Accident (per day)	N/A	\$50
Booted (per day)	N/A	\$50
7 Day cap on storage (booted)	N/A	\$350
Accident/Non-Accident (30-day max)	N/A	\$1,500
Release (after hours) from tow yard	N/A	\$20
Release (after hours) from city lot	N/A	\$40