APPLICATION FOR AUTHORIZATION AND MANDATORY STANDARDS AGREEMENT FOR TOW COMPANIES THAT SERVICE THE COOK COUNTY SHERIFF'S POLICE DEPARTMENT WITH 24-HOUR TOWING SERVICE

TOW OPERATOR: _____

Address: _____

Phone: _____

☐ **RENEWAL** ☐ **NEW APPLICANT**

CONDITIONS OF ACCEPTANCE:

1. Execution or approval of this application does not constitute a guarantee of work but is intended to provide the Tow Operator guidance by establishing certain minimal standards for the protection of the public and the Cook County Sheriff's Police Department ("Department"), hereafter referred to as the Department.
2. Approval of this application by the Department constitutes a towing agreement, hereafter referred to as the Agreement, between both parties and may be withdrawn at the discretion of the Department.
3. The Agreement will be subject to renewal on an annual basis or at the discretion of the Department.
4. The Department reserves the right to request towing service at its own discretion regardless of geographical consideration.
5. Tow Operators will comply with all applicable state and/ or local laws regarding business and towing operations. This will include, but is not limited to licensing, insurance, and equipment.
6. Tow Operators will maintain the following: ILCC Motor Carrier Number, ILCC Safety Relocator Registration Number, Public Carrier Certificate (PCC), Certification of business type (LLC/ Corp./ Partnership) and Certificate of liability insurance, including workers compensation and employers' liability insurance.

   Certificate(s) and/ or registration(s) will remain valid and in good standing at all times. Copies of the aforementioned documents will be made available upon request and annually submitted to the Department.
7. Requests for emergency towing service made by the Department on behalf of injured or deceased persons in no way constitutes an acceptance of responsibility by the Department for any expenses accruing thereto, except in those instances when the vehicle is owned or operated by the Department. This includes situations where the Department returns a vehicle to the owner(s), survivor(s) or estate(s) with an outstanding bill still pending.
8. Payment of any towing claims will remain the responsibility of the injured or deceased person(s) or their survivors or estates. Collection of monies due remains the responsibility of the Tow Operator. This includes situations where the Department returns a vehicle to the owner(s), survivor(s) or estate(s) with an outstanding bill still pending.
9. Tow Operators and their personnel must be trained and proficient in all procedures and techniques employed in vehicle towing and handling. This includes the Illinois Department of Transportation's (IDOT) Traffic Incident Management (TIM) Training Program.
10. Tow Operator must submit to an inspection at the request of the Department at any time, including traffic stops while en route to, or during the course of business, to ensure compliance with Illinois Compiled Statutes. This will include, but is not limited to the following: office, secured/ fenced storage lot, any documents/invoices regarding charges for towing or related services performed, employee rosters, employee identification records, tow trucks/wreckers, and/or any other vehicles/devices used for towing or supporting towing operations. Tow

Tow Operator must sign below to acknowledge that they have read the above information.

Signature: _____ Date: _____

Operators must maintain accurate, up to date employee rosters, complete with employee names, dates of birth, addresses, driver's license information and social security numbers.

11. Tow Operator understands and agrees that all tow drivers will be required to have in their possession and present when requested, their valid driver's license when responding to a call for service. Tow Operator further understands and agrees that the tow driver's license number will be recorded on the Department's Motor Vehicle Incident/Tow Report in the area designated for the tow truck driver's signature.
12. Tow Operator must prominently display their name on a sign, outside their establishment, visible from the street and maintain an office within their business establishment, accessible to the public.
13. Tow Operator must secure all towed vehicles in a secured/fenced storage lot equipped with lighting. A Tow Operator that is storing vehicles for the Department in one of their yards will not be permitted to lease/rent a storage facility where a vehicle towed for the Department is being stored.
14. Tow Operator must ensure that 24-hour staffing is available, utilize modern equipment and vehicles and be willing to provide 24-hour a day towing service including towing of abandoned vehicles.
15. Tow Operator will maintain a log of requests for tows received from this Department, to include location of incident, case report number, date & time of tow service, the name of the tow truck operator along with their driver's license information and all vehicle identification.
16. Tow Operator must respond to all calls for service, which are deemed to be a reasonable distance from their base of operations. Note: if service cannot be provided due to equipment failure, prior commitment or other circumstances, the towing firm so affected will notify the Communications Section (847) 294-4733 of the" Out of Service" status, and re-contact Communications when service is restored. At no time is a Tow Operator authorized to sub-contract or send a towing company that has not been approved by the Department to handle a towing service involving the Department.
17. Provide up-to-date certification of an indemnity bond or insurance policy meeting the requirements of the Illinois Vehicle Code, Chapter 625 Illinois Compiled Statutes. If the bond or insurance is canceled or will not be renewed, the tow service will provide immediate written notice to the Supervisor of the CCSPD Operational Support Command and the CCSPD Vehicle Relocation Unit at Cook County Sheriff's Police Headquarters, Maywood, Illinois. Fax notification is acceptable.
18. All parties involved in any part of Tow Operator's ownership, management, operations, or otherwise associated in any manner with Tow Operator, including but not limited to, employees, agents, representatives, trustees, investors, and silent partner(s) of Tow Operator, shall annually sign the "Cook County Sheriff's Police Department Authorization for Release of Personal Information" form for the purpose of a background investigation. No Tow Operator will be approved as an authorized tow vendor that is owned or who employs any person convicted of any felony, sex offense, assault, battery, organized crime, weapons violation, theft, or an offense related to the theft of a vehicle or parts of a vehicle, or an offense related to vehicle titles or registration, DUI/ narcotics, fleeing, eluding or reckless driving, or any other offense that would impact the integrity of the CCSPD or the Tow Operator's operation.
19. In the event that Tow Operator's ownership, management, and/or financial backing changes in any manner, for any reason whatsoever, the Department must receive a signed "Cook County Sheriff's Police Department Authorization for Release of Personal Information" form from all new parties associated with Tow Operator within five (5) business days of the change in question.
20. All applicants for employment with Tow Operator must sign the Cook County Sheriff's Police Department Authorization for Release of Personal Information Form. This form along with a completed application for employment will then be forwarded to the Department for the purpose of a background investigation ***before*** any form of employment with Tow Operator, including but not limited to: full-time, part-time, seasonal, temporary, "probationary," and "in-training" employment.

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21. Tow Operator will provide the Auto Relocation Unit with a complete list of all authorized towed vehicles, to include all identifiers and disposition before the end of business operations on the first day of the work week.

22. Tow Operator agrees to release vehicles towed under the authority of the Department only to the registered owner/lien holder or authorized agent. All releases are to be made only upon the providing of proof of ownership and compliance with all requirements of the Illinois Vehicle Code (Chapter 625 ILCS). Copies of the release documents will be retained by the Tow Operator for a period of one (1) year from the date of the tow and will be made available for inspection by the CCSPD Auto Relocation Unit Personnel.

23. Tow Operator shall abide by the standards as contained within the Department's Suggested Price List**,** including**:** no additional charges for the use of flatbed service, no administrative fees, and no storage fees for the first 24 hours from the date and time of the tow service.

24. Tow Operator shall at all times accept payment by the following credit cards for services rendered: Visa, Mastercard, American Express and Discover. Tow Operator shall ensure all tow drivers have the ability to accept a citizen's credit card payment for towing services at the scene of a call for service.

25. Tow Operator agrees to waive storage fee for vehicles impounded by the Department that have been seized through authority granted by the Illinois Vehicle Code, vehicles that are being held as a result of a court order and vehicles that are being held as evidence in pending court action. This will also include Department made requests for identified crime victims.

26. Tow Operator are to have available on the premises or have access to an off-site facility for the secure storage of impounded vehicles and submit to an inspection of their on-site or off-site facility. In addition, a Tow Operator that is storing an impounded vehicle for the Department in one of their yards will not be permitted to lease/rent or allow access to this yard to an outside party where an impounded vehicle for the Department is being stored.

27. The Tow Operator will be responsible for protection of the towed vehicle and its contents until claimed by the owner/lien holder or is disposed of by the Department.

28. It is understood that any of the following actions may result in immediate removal from the authorized tow listing of this Department:

    a) Refusal by the tow driver to sign the Department's Vehicle Tow Receipt Report.

    b) Refusal by the tow driver to present his or her driver's license to a member of the Department when responding to a call for service or when requested.

    c) Refusal by the tow driver to accept any valid form of payment for service.

    d) Failure to respond or answer calls for service on a 24-hour basis, without prior "Out of Service" notice.

    e) Late responses to the incident to which the tow is dispatched.

    f) Failure to notify the Auto Relocation Unit regarding changes in owners, address, phone numbers, insurance, tow trucks, tow drivers or any other data included in this application.

    g) Receipt of numerous or serious complaints from citizens or CCSPD personnel.

    h) <u>Overcharging or fee assessments that are false or in excess of rates indicated on the suggested price list. Fees may exceed the suggested list rates when they can be justified.</u>

    i) Offering or giving any gift, gratuity, service, or other item of value to any employee or member of this Department.

    j) Failure to file current certificates as set forth under #6 on page 1 of this Agreement.

    k) Failure to comply with all applicable ordinances or statutes relating to the operation of tow services.

    l) Failure to take reasonable precautions to leave roadway surfaces clear of glass and other debris at an accident scene.

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m) Failure to prominently display a copy of the tow rate chart for public viewing in the garage and office areas.

n) Any false or misleading statement contained in the application for employment or the Cook County Sheriff's Police Department Authorization for Release of Personal Information Form.

o) Failure to submit potential employees to a background investigation by the Department ***before*** employment as set forth under #20 on page 2.

p) Employment of persons with criminal conviction histories as set forth under #18 on page 2.

q) Failure to provide the CCSPD Auto Relocation Unit with a weekly list of towed and unclaimed vehicles.

r) Unauthorized towing of vehicles outside of designated geographical boundaries.

s) Subcontracting of assigned tows to any outside towing company.

t) Failure to comply with conditions contained within this application or later modifications, with notice to the Tow Operator, to this application.

AGREEMENT AND ACCEPTANCE:

By signing below, I certify that I have read, understand, and accept the terms of this Agreement. I understand and accept that any violation of the terms of this Agreement will result in the immediate termination of this Agreement and suspension from the Cook County Sheriff's Police Department approved towing services.

AUTHORIZED AGENT'S SIGNATURE: _____

Print Name: _____

Title: _____ Date: _____

OFFICIAL LAW ENFORCEMENT USE ONLY:

Approved by: _____ Date: _____

Tow Operator must sign below to acknowledge that they have read the above information.

Signature: _____ Date: _____