EXHIBIT 1

CONTRACT FOR CENTRAL DISPATCHING OF TOWING SERVICES

July 1, 2009– June 30, 2014

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CONTRACT FOR CENTRAL DISPATCHING OF TOWING SERVICES

This Contract for Central Dispatching of Towing Services (Contract) is between the City of Portland, Oregon (City), the City of Fairview (Fairview), the Port of Portland (Port), Oregon Department of Transportation (ODOT), Multnomah County (MC), Tri-County Metropolitan Transportation District Of Oregon (TriMet) and (Dispatcher).

AGREED:

Section 1. Definitions

1.1 Agency(ies): The public agencies contracting collectively to obtain central dispatching services, including the City, the Port, ODOT, Multnomah County, Fairview and TriMet.

1.2 BOEC Service Net: Bureau of Emergency Communications (BOEC) radio net providing a variety of services for officers, including relaying Tow Requests.

1.3 CAD: Computer Aided Dispatch system.

1.4 City: The City of Portland, a municipal corporation, its agents, officers and employees including, without limitation, the Portland Police Bureau (PPB), Parking Enforcement, and Bureau of Maintenance.

1.6 Dispatcher: The dispatch contractor who is a party to this Contract, its agents and employees, and all principal parties, such as its officers, directors, shareholders and managers.

1.7 Drop Fee: The fee assessed when a vehicle is released to the registered owner, or owner's agent, prior to completion of the hookup.

1.8 Fairview: City: The City of Fairview, a municipal corporation, its agents, officers and employees including, Fairview Police.

1.9 Gone on Arrival (GOA): When the vehicle requested to be towed has been moved prior to Tow Contractor's arrival on the scene.

1.10 Hansen Building: The formal police hold facility of the Multnomah County Sheriff's Office.

1.11 Holiday: The days of the year observed by the City as: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving and Christmas.

1.12 Incident Responder: ODOT personnel that patrol the freeways to provide motorist assistance.

1.13 MC Fleet: Multnomah County fleet services.

1.14 MC: Multnomah County, including MCSO, MC fleet services and the City of Fairview.

1.15 MC Records: Records department of MCSO.

1.16 MCSO: Multnomah County Sheriff's Office.

1.17 MDT: Mobile Data Terminal.

1.18 Mission: A large-scale police operation to stake out known locations of illegal activity, arrest suspects and seize their vehicles.

1.19 ODOT: Oregon Department of Transportation.

1.20 PE: Parking Enforcement Division. One of the City Bureaus responsible for enforcement of parking regulations in the City of Portland.

1.21 PE Dispatch: Parking Enforcement Dispatch. The central communication source for the Parking Enforcement Division.

1.22 Police Hold, types:

1.22.1 Formal Hold: An order by any Agency officer restricting access to both the towed vehicle and its contents for an indefinite period pending completion of investigation.

1.22.2 Temporary Hold: An order by any Agency officer restricting access to both the towed vehicle and its contents. Temporary Holds expire after 72 hours, excluding weekends and holidays, unless previously lifted by an Agency.

1.23 PPB Records: The Records Division of the Portland Police Bureau.

1.24 PPI Tower: A private tow company which holds a City of Portland permit to perform PPI towing within the city limits.

1.25 Port: The Port of Portland, a port district established under ORS Chapter 778, and its Police Department, limited to operations at the Portland International Airport and related properties.

1.26 Port Dispatch: The Port staff responsible for relaying Port Tow Requests.

1.27 Registered owner/owner's agent: The person in whose name a vehicle title is registered, or the person who has the right to possession of the vehicle.

1.28 Releases, types:

1.28.1 CITY: Tow or service call for an Agency vehicle.

1.28.2 D: Dismantling Certificate.

1.28.3 DROP: Release of a vehicle when the registered owner, or owner's agent returns to the tow scene before the hookup is completed.

1.28.4 ELSEWHERE (ELSE): Delivery of a Private Non-Preference tow vehicle to a location specified by the registered owner, or owner's agent, other than the Tow Contractor's storage yard.

1.28.5 LIEN: Release by means of foreclosing a possessory lien.

1.28.6 MOVE: Request for moving vehicles at an Agency facility.

1.28.7 POLICE: Towed to an Agency hold facility.

1.28.8 PREF: Release of a Private Preference tow at a location specified by the registered owner, or owner's agent.

1.28.9 RELEASE TO OWNER (RO): Release of a vehicle to the registered owner, or owner's agent.

1.28.10 RELEASE AT SCENE (RAS): Release of vehicle, for the full tow fee, to the registered owner, or owner's agent after the hookup is complete and tow truck is moving away from the tow scene, but before arrival at the towing storage yard.

1.28.11 RETOW: Request for removal of a vehicle from formal Police Hold storage at an Agency facility.

1.28.12 SERVICE: Providing road service to an Agency vehicle.

1.28.13 STOLEN: Stolen from the Tow Contractor's storage lot.

1.28.14 T: Title surrendered in lieu of payment of fees.

1.28.15 TBTH: Tow By the Hour.

1.29 Rivergate: The formal Police Hold facility for Portland Police Bureau, located at 7027 NW St. Helen's Highway.

1.30 Rotations, types:

1.30.1 Regular Rotation: The system established by the Tow Board for evenly allocating Class A Tow Requests to Tow Contractors within each district.

1.30.2 Special Rotations: The systems established by the Tow Board for allocating Tow Requests requiring specialized equipment, not required on all tow trucks, including Class B, Class C, flatbed, four-wheel-drive, and motorcycle trailers.

1.31 Sweep: A Parking Enforcement operation in cooperation with the Bureau of Maintenance to cite and remove by towing all vehicles parked in violation of temporary no-parking areas designated for periodic street sweeping.

1.32 Tow: To mechanically draw, pull or haul a vehicle by use of a tow truck. A hookup is complete, and the full towing fee is assessable, when the Tow Contractor has finished the hook-up and the tow truck is in motion with the vehicle. The tow truck will be considered in motion once the clutch is engaged or the automatic transmission is in gear, and the tow truck is moving forward.

1.33 Towing Board of Review (Tow Board): The board established by Chapter 3.98 of the Portland City Code (PCC) to oversee and regulate the performance of Tow Contractors and the Dispatcher operating under this Contract.

1.34 Tow Call Number: A number automatically generated by the Tow Desk database, used to identify tows for which a Tow Number is not assigned.

1.35 Tow Contract: The Contract for Vehicle Towing and Storage between the Agencies and Tow Contractors.

1.36 Tow Contractor: A towing company under contract with the Agencies to provide vehicle towing and storage.

1.37 Towing Coordinator: Staff to the Tow Board. The City employee designated to inspect equipment and facilities, review applications, assess penalties, resolve complaints, and represent the Tow Board before City Council.

1.38 Tow Desk: The central dispatcher for Tow Contractors.

1.39 Tow Identification Number: A number issued by the Port, MCSO or Fairview Police to identify an individual tow incident.

1.40 Tow Report Number: A number issued by PPB Records to identify an individual tow incident.

1.41 Tow Request: A request for any of the services defined by the Contract for Vehicle Towing and Storage.

1.42 Tow Slip: A paper record created for each Tow Request in addition to any computerized record.

1.43 Tower: A towing company not under contract with the Agencies for providing vehicle towing and storage.

1.44 Tows, types:

1.44.1 Abandoned Vehicle Tow: Any tow so designated by the ordering Agency.

1.44.2 Agency tow: Any tow of an agency-owned vehicle.

1.44.3 City Tow: Any tow of a City-owned vehicle or any vehicles towed in error by order of the City for which the City bears financial responsibility.

1.44.4 Class A: A tow, or service request, of a passenger vehicle or truck or van, up to 3/4 ton size, unloaded, which requires a Class A tow truck.

1.44.5 Class B: A tow, or service request, of a vehicle exceeding 10,000 Gross Vehicle Weight (GVW) which requires a Class B tow truck.

1.44.6 Class C: A tow, or service request, of a vehicle exceeding 20,000 GVW which requires a Class C tow truck.

1.44.7 Courtesy Tow: Towing of legally parked vehicles, at no charge to the citizen, for the purpose of clearing an area for special events, film or video projects, construction, or other occasions.

1.44.8 Penalty Tow: A tow of a vehicle for a parking violation where no release is required. These include tows from tow away zones, tows of hazardous vehicles and tows for illegal parking.

1.44.9 Police Tow: A vehicle towed as recovered stolen, prisoner's property, no insurance, held under a formal or temporary Police Hold, or otherwise designated as a Police tow by the ordering Agency.

1.44.10 Port Tow: Any tow ordered by a Port official from the Portland International Airport or other properties.

1.44.11 PPI Police Tow: Any Private Property Impound that is found to be a stolen vehicle or for any reason is of interest to a police agency.

1.44.12 Private Non-Preference Tow: A tow of any vehicle other than a Police, Penalty, Agency, Abandoned Vehicle, Move, Retow, Tag Warrant, Tow by the Hour or Private Preference tow. These tows are usually ordered from the Contract for Vehicle Towing and Storage rotation as a courtesy to a citizen who has no stated preference for a specific tow company.

1.44.13 Private Preference Tow: A tow of a vehicle for which the person in charge of the vehicle has indicated a preference as to which Tow Contractor should perform the tow.

1.44.14 Private Property Impound Tow (PPI Tow): A tow of a vehicle from a private parking facility at the request of the property owner, operator, lessee, manager or person in lawful possession of the private parking facility, without the prior consent of the vehicle owner. Such tows are regulated by PCC 7.24.010-019.

1.44.15 Retow: Removal of a vehicle towed as a Police, Penalty, City, or Abandoned Vehicle tow to or from an Agency storage garage or any other location at the direction of Agency personnel.

1.44.16 Service Call: A request for road service on an Agency-owned vehicle, including tire changes, jump starts, winch outs, and delivery of up to two (2) gallons of gasoline.

1.44.17 Tag Warrant Tow: The tow of a vehicle on which a warrant has been issued due to excessive unpaid parking tickets.

1.45 Towing Services: Services defined in the Contract for Vehicle Towing and Storage, including all types of vehicle towing, storage, service calls, and disposal of unclaimed vehicles.

1.46 TMOC/Incident Response: Traffic Management Operations Center dispatcher for Incident Responders.

1.47 TriMet: The Tri-County Metropolitan Transportation District.

1.48 Vehicle Description: A description of a vehicle including at a minimum license information, issuing state, make, model, year, color, body style, and vehicle identification number (V.I.N.).

Section 2. Scope of Dispatcher Services.

2.1 Conditions

2.1.1 Dispatcher will devote its full time exclusively to performance of this Contract and will not engage in any other work activities without written permission of the Tow Board.

2.1.2 In order to facilitate maintenance and repair of the Tow Desk Database, Dispatcher will perform all duties of this Contract from a facility located within the incorporated boundaries of the City of Portland.

2.1.3 Dispatcher will not co-mingle space, equipment, staff or any other facility or function required by this Contract with any other business activity without written permission of the Tow Board.

2.2 Tow Desk Database

2.2.1 The City has developed and owns software known as the Tow Desk Application (Software). The Software is a database used to collect and organize information pertaining to performance of the Contract for Vehicle Towing and Storage, a separate Contract.

2.2.2 Dispatcher will be permitted the use of the Software, at no cost, for the purpose of performing the duties of this Contract.

2.2.3 The City will install and maintain the Software at the Dispatcher's location, pursuant to the terms of a Software Licensing Agreement (SLA) between the Dispatcher and the City of Portland Bureau of Technology Services (BTS), included here by reference. Dispatcher will be required to enter into such agreement with BTS as a condition of eligibility for this Contract. (See the Service Level Agreement between the Revenue Bureau and Bureau of Technology Services for hardware/software maintenance charges.)

2.2.3.1 In the event that Dispatcher obtains the Board's permission to undertake dispatching services for other jurisdictions, the SLA will be amended.

2.3 Dispatcher will provide services, as follows:

2.3.1 City tow dispatching procedures as provided in Exhibit 2.

2.3.2 Port tow dispatching procedures as provided in Exhibit 3.

2.3.3 MC tow dispatching procedures as provided in Exhibit 4.

2.3.4 ODOT tow dispatching procedures as provided in Exhibit 5.

2.3.5 TriMet tow dispatching procedures as provided in Exhibit 6.

2.3.6 PPI data services as provided in Exhibit 7.

2.4 General Dispatching Procedure.

2.4.1 Dispatcher will provide central dispatching services according to the following procedures:

2.4.1.1 Dispatcher will dispatch Private Preference tows if the requested Tow Contractor has agreed in advance to pay the Dispatcher's fee. Dispatcher will report back immediately if Dispatcher does not dispatch for that Tower.

2.4.1.2 Dispatcher will dispatch all Tow Requests and any additional information necessary for completion of tows without delay. Dispatcher will receive the Tow Request, identify the next Tow Contractor in rotation, and telephone the Tow Contractor within three (3) minutes elapsed time from receipt of a Tow Request. Dispatcher is responsible for obtaining complete, accurate information from the requesting Agency.

2.4.1.3 Any change in the Tow Contractor identified to respond must be conveyed by the Dispatcher to the requesting Agency immediately.

2.4.1.4 Upon notification by the Tow Contractor of completion of the tow, Dispatcher will immediately report to the requesting Agency the following information:

2.4.1.4.1 The name of the Tow Contractor performing the tow;

2.4.1.4.2 A complete description of each vehicle towed;

2.4.1.4.3 Vehicle license information;

2.4.1.4.4 Vehicle identification number;

2.4.1.4.5 The storage facility to which each vehicle is towed;

2.4.1.4.6 Reason for the tow;

2.4.1.4.7 Requester identification;

2.4.1.4.8 Location of tow;

2.4.1.4.9 Time of Tow Request;

2.4.1.4.10 Time of tow completion; and,

2.4.1.4.11 Hold information.

2.4.2 Both Portland Police Records Division and Multnomah County Sheriff's Records have installed terminals at their locations in order to receive tow information automatically.

2.4.3 Dispatcher will promptly notify the Tow Contractor of the Tow Report Number or Tow Call Number.

2.4.4 In the event that the requesting Agency does not issue a Tow Identification Number, Dispatcher will assign an in-house call number for reference purposes.

2.4.5 Dispatcher will promptly notify the Tow Contractor of any Hold or special handling instructions from the requesting Agency.

2.5 Rotations.

2.5.1 Dispatcher will strictly adhere to the dispatch rotation procedures provided in this Contract. Any variation, except at the request of a police officer or authorized Agency employee, will be considered a violation of this Contract and may result in termination of this Contract, or the imposition of remedies provided in section 9 of this Contract.

2.5.2 The Tow Board has divided Multnomah County into eight (8) geographic districts. The Tow Board has also established Regular and Special Equipment rotations for the Tow Contractors located in each district. Dispatcher will use the rotation systems established by the Tow Board. Dispatcher will dispatch all Tow Requests (except Private Preference tows) to the next Tow Contractor in rotation in the district in which the tow originates.

2.5.3 For purposes of TriMet tow requests located outside of Multnomah County, Clackamas and Washington counties are treated as one, large district with a separate rotation comprised of Tow Contractors who have agreed to accept such tow requests.

2.5.4 Dispatcher will dispatch requests for Class A tows not requiring special equipment from the Regular Rotation.

2.5.5 Dispatcher will dispatch requests for Class B, Class C, flat bed, four-wheel drive equipment, TriMet Park and Ride or motorcycle trailers from the appropriate Special Equipment rotations.

2.5.5.1 The Tow Contractor next in Special Equipment rotation in the appropriate district will be dispatched when a Special Rotation tow is requested, provided that the Tow Contractor has the required special equipment available. If not, the next Tow Contractor in the appropriate district's rotation will be dispatched. If there is no Tow Contractor in the appropriate district with the required special equipment available, the closest out-of-district Tow Contractor will be dispatched.

2.5.5.2 Unless a police officer specifically requests a motorcycle trailer, Dispatcher will dispatch motorcycle tows from the Regular Rotation.

2.5.5.3 Dispatching a Tow Contractor on a Special Equipment rotation tow will not disqualify that Tow Contractor from dispatch on other Special Rotations or from Regular Rotation.

2.5.6 When a request for tow of more than one vehicle is received, the Tow Contractor which is next in rotation will be dispatched for as many of the vehicles as the Tow Contractor has trucks registered within the district. If more vehicles require towing than the Tow Contractor has trucks registered within the district, the next Tow Contractor in rotation will be dispatched. In cases of multiple tows from a single location by multiple Tow Contractors, the police officer in charge may choose to assign vehicles to Tow Contractors as they respond. The Dispatcher will monitor each tow as it is completed to keep track of its disposition.

2.5.6.1 The Tow Contractor will receive no passes if the Tow Contractor is able to take at least one of the tows during the initial dispatch call. If the Tow Contractor tells Tow Desk before the initial call is disconnected that Tow Contractor is unable to accept any of the tows, the Tow Contractor will receive one pass.

2.5.6.2 A Tow Contractor will receive a pass for each declined tow if, after accepting a multiple Tow Request and hanging up or disconnecting from the Tow Desk call, the Tow Contractor calls back to decline any or all of the requests.

2.6 Passes, Cancellations and GOAs.

2.6.1 If a Tow Contractor passes a Tow Request, the next Tow Contractor in rotation in the district will be dispatched. The next Tow Request will be dispatched to that same Tow Contractor who may, at its option, accept or pass the next Tow Request.

2.6.2 If a tow is dispatched and canceled, the dispatched Tow Contractor will be reinstated in rotation. However, if another Regular Rotation Tow Request has been dispatched and accepted, the canceled Tow Contractor will not be dispatched again on that rotation sequence.

2.6.3 If a vehicle to be towed is GOA, the dispatched Tow Contractor will be reinstated in rotation. However, if another Regular Rotation Tow Request has been dispatched and accepted, the previously dispatched Tow Contractor will not be dispatched again on that rotation sequence.

2.6.4 Requests for jump starts will be dispatched from the Regular or Special rotation, as appropriate, based on the size of vehicle to be serviced.

2.6.5 Private preference Tow Requests will be dispatched as provided in this Contract, and will not affect Regular or Special Rotations.

2.6.6 If a mistake is made by the Agency or Dispatcher and a Tow Contractor misses a Regular or Special Equipment rotation because of the mistake, Dispatcher will offer the Tow Contractor the option of receiving two calls in the next rotation.

2.7 Startup.

2.7.1 If Dispatcher for the term of this Contract is the same as the Dispatcher for the Contract term immediately preceding, the established rotations will continue as during the previous term, with any new Tow Contractors inserted alphabetically in the the rotations. In the event there is a change in Dispatchers, rotations in the new Contract term will be reinitiated alphabetically, as of the effective date of this Contract.

2.8 Maintenance of Records.

2.8.1 Dispatcher will create a Tow Slip for each Tow Request in addition to any computerized record.

2.8.2 All times required by this Contract to be recorded will be imprinted by self-printing time clock on the Tow Slip.

2.8.3 Dispatcher will use and maintain current a computerized database provided by the City of Portland in order to record accurate, current records of the following information:

2.8.3.1 The time a request is received by the Dispatcher;

2.8.3.2 The time a request is dispatched to the Tow Contractor;

2.8.3.3 The time of completion of the tow;

2.8.3.4 Location from which the vehicle is to be towed;

2.8.3.5 The name of the dispatched Tow Contractor;

2.8.3.6 The identification number of the tow truck used;

2.8.3.7 The identification number of the tow driver performing the tow;

2.8.3.8 The name of the individual receiving the dispatch on behalf of the Tow Contractor;

2.8.3.9 The reason for the tow;

2.8.3.10 The reason given if the Tow Contractor rejects the dispatch;

2.8.3.11 The storage facility to which each vehicle is towed;

2.8.3.12 A complete description of each vehicle towed, as provided by section 2.4.4 of this Contract; and,

2.8.3.13 Any Hold information or special instructions provided by the Agency when requesting the tow.

2.8.4 Dispatcher will be available to supply information required by this section to the Agencies twenty-four (24) hours a day, seven (7) days a week.

2.8.5 Each morning, except Sunday, by 10:00 a.m., Dispatcher will provide Tow Contractors with a daily report of all releases which occurred in the previous 24 hour period. The Monday report will cover the period from 0001, Saturday to 1200 midnight, Sunday night. At a minimum, such reports will include Tow Numbers, license information or V.I.N. and release codes.

2.9 Safe Storage of Records.

2.9.1 Dispatcher will provide storage, secure from theft, vandalism or fire, and retain all records, specifically, CAD printouts, tow slips and billing records for inspection, audit and copying for six (6) months from the date of completion of the tow.

2.10 Inspection and Retention of Records.

2.10.1 Dispatcher will make available any records regarding its billings or its work under this Contract for inspection, audit or copying by the Tow Board, or its authorized representative.

2.11 Emergency Operations.

2.11.1 Dispatcher will maintain on file with the Towing Coordinator a current written procedure for emergency operation, approved by the Tow Board. In the event of a declared emergency, Dispatcher agrees to comply with the directives of the Tow Board as provided in section 3.7 of this Contract.

2.12 Equipment.

2.12.1 Dispatcher will be responsible for installation and maintenance of all equipment, except for software and/or equipment specified in the Software Licensing Agreement (SLA), and 24-hour technical support of computer hardware not included in the SLA, as follows:

2.12.1.1 Self-printing time clock; and,

2.12.1.2 Dedicated leased telephone lines assigned as follows. Incoming lines:

2.12.1.2.1 At least three (3) lines for Contract towers; and,

2.12.1.2.2 At least three (3) lines for PPI towers; and,

2.12.1.2.3 At least two (2) lines for PPB Records; and,

2.12.1.2.4 At least one (1) line for Parking Enforcement; and,

2.12.1.2.5 At least one (1) line for ODOT; and,

2.12.1.2.6 At least two (2) lines for other Agencies; and,

2.12.1.2.7 At least four (4) outgoing lines.

2.12.1.2.8 Additional dedicated telephone lines as needed to handle calls under this Contract, at a minimum two (2) lines for outgoing calls and at least two (2) lines for incoming calls will be required.

2.12.1.3 A system capable of providing a digital audio recording of all telephone communications relating to this Contract. System must have at least 6 months of retention capacity and ability to e-mail a recording upon request by the Board or the Towing Coordinator.

2.12.1.4 A fully operating bond paper facsimile machine on a line dedicated to Dispatch use only.

2.12.1.5 An approved system for district assignment of all Tow Requests.

2.12.1.6 A wall-sized locator map of Multnomah County including all City streets, highways and Port properties.

2.12.1.7 A computer mapping system capable of having district boundaries added for verification of district assignments.

2.12.1.8 A current Thomas Guide map books for each dispatch station.

2.12.1.9 A fully installed emergency electrical power source capable of providing at least eight (8) hours of electrical support for operation of computers and telephone or alternative communication system. Portable generators are not acceptable.

2.12.1.10 Computer Equipment

2.12.1.10.1 The City of Portland owns the tow desk database application. The "front end" of the database is written in Visual Basic, with an SQL database for the back end. The minimum hardware/software requirements to run this application follow. (These requirements may be met by the Dispatcher's own equipment or by an arrangement to use City-owned equipment.)

2.12.1.10.2 Dispatcher will comply with equipment and software upgrades as set out in the City BTS schedule.

2.12.1.10.3 Server requirements:

2.12.1.10.3.1 Minimum Intel Core 2 Duo 2.66GHz;

2.12.1.10.3.2 2 GB RAM;

2.12.1.10.3.3 Minimum 160 GB hard drives with Raid 5 configured;

2.12.1.10.3.4 CD Rom or DVD drive;

2.12.1.10.3.5 100/1000 Intel network card;

2.12.1.10.4 Monitor, keyboard, mouse;

2.12.1.10.5 External backup unit to backup the database;

2.12.1.10.6 Uninterruptible Power Supply (UPS);

2.12.1.11 Software Requirements

2.12.1.11.1 Minimum Operating system - Windows 2000 Server, with current service pack;

2.12.1.11.2 Application software – Minimum Microsoft SQL 2000, with current service pack;

2.12.1.11.3 Client Access Licenses for each workstation;

2.12.1.11.4 SQL Server access license for each workstation.

2.12.1.12 Communications

2.12.1.12.1 Router to support T1 line between the Portland Building and the dispatch office;

2.12.1.12.2 Full T1 phone line between the Portland Building and the dispatch office ;

2.12.1.12.3 100/1000 network switch between servers and workstations in the dispatch office.

2.12.1.13 Workstations

2.12.1.13.1 Minimum Intel Core 2 Duo 2.5 ghz processor;

2.12.1.13.2 17" color monitors;

2.12.1.13.3 Minimum 1 GB RAM Memory;

2.12.1.13.4 Minimum 160 GB Hard Drive;

2.12.1.13.5 Keyboard and Mouse compatible with Windows 2000 or XP Operating System;

2.12.1.13.6 Laserjet Printer or equivalent;

2.12.1.13.7 Microsoft Windows 2000 or Windows XP Operating System;

2.12.1.13.8 CD-ROM drive;

2.12.1.13.9 Minimum Microsoft Office 2003;

2.12.1.13.10 Anti-Virus Software, to be updated by user on a consistent basis;

2.12.1.13.11 100/1000 base T network card.

2.12.1.13.12 At least one (1) computer workstation to access the CAD system, equipped with a continuous feed printer adequate to produce a paper record of all CAD transmissions.

2.12.1.14 External backup unit with backup software to work with Windows NT or Windows 2000 OS to backup database. Unit must be able to back up a minimum of 20 GB per tape. User is responsible for changing tapes, as needed.

2.12.1.15 E-mail.

2.12.1.16 Emergency backup communication system capable of providing communications for the duration of an emergency. Dispatcher agrees to participate in development

of a protocol for emergencies that may disrupt normal communications, including possible use of alternative equipment for communication with the Agencies.

2.12.1.17 Police CAD/MDT Transition.

2.12.1.18 The City and/or MCSO may request some tows through the BOEC Service Net using the CAD system. Other tows may be requested directly by police officers accessing the CAD system by MDT's in patrol vehicles. The differences will cause Dispatcher to receive requests in two (2) similar, but not identical, formats. In the event of computer failure, periodic downtime, or other emergency, dispatching may revert to telephone requests by way of BOEC for limited periods.

2.12.1.19 BOEC will provide the CAD software, install encryption software and work with the Dispatcher's vendor to install the frame relay communications link. BOEC will train Dispatcher's operators in the use of the CAD terminal.

2.12.1.20 Dispatcher's access to the CAD will be limited to sending and receiving towing dispatch information. Dispatcher will use the CAD system and information provided by the CAD only for the purposes of performing this Contract.

2.12.1.21 Due to the time required to install data lines for the CAD terminal, the effective date of this Contract may be delayed if Dispatcher is not continuing from the Contract term immediately preceding.

2.13 Prohibitions.

2.13.1 Neither Dispatcher, nor anyone performing work on behalf of Dispatcher under this Contract, will:

2.13.1.1 Use obscene language to any person;

2.13.1.2 Be verbally or physically offensive, abusive, disrespectful, or discourteous to any person;

2.13.1.3 Perform any of the obligations of this Contract while consuming, or under the influence of alcohol;

2.13.1.4 Perform any of the obligations of this Contract under the influence of drugs, unless such drugs are taken pursuant to a doctor's prescription or are available over the counter; and such drugs do not impair the safe and efficient performance of all functions necessary to the proper performance of this Contract; or

2.13.1.5 Use information obtained through performance of this Contract for any purpose other than performance of this Contract.

2.14 Confidentiality/Non Disclosure.

2.14.1 While performing this Contract Dispatcher will have access to, and become aware of, information that involves the pursuit of, apprehension and prosecution of criminals and/or is of a highly confidential or sensitive nature. Dispatcher will treat the information to which it has access under this Contract as confidential. Dispatcher will not disseminate any information to anyone except as provided by this Contract.

2.14.2 Dispatcher and all persons involved in the performance of this Contract on behalf of Dispatcher will sign Confidentiality Agreements provided by the Tow Board before commencing any work under this Contract. Dispatcher will provide the Towing Coordinator with copies of all Confidentiality Agreements within five (5) days of their execution.

2.14.3 Dispatcher will include disciplinary procedures in its personnel policy to allow Dispatcher to discipline employees who violate this section or the Confidentiality Agreement. Dispatcher will maintain a written copy of the personnel policy on file with the Tow Board.

2.15 Personnel.

2.15.1 Dispatcher will notify the Tow Board of any employees hired during the term of this Contract. This notification may be made immediately on a New Hire/Termination form (Attachment A), or by the 10th day of each month on the Employee update report (Attachment B).

2.15.2 All Dispatcher's employees will be required to spend four (4) hours each at BOEC, Parking Enforcement dispatch and PPB Records in order to observe procedures. Other participating Agencies may require this, as appropriate. Dispatcher will maintain a written copy of its personnel policy on file with the Tow Board.

2.15.3 All Dispatcher's employees will be required to attend a certification workshop on the Contract for Vehicle Towing and Storage.

2.15.4 Staffing Requirements.

2.15.4.1 Dispatcher will maintain a minimum of two (2) dispatch operators on duty twenty-four (24) hours a day, seven (7) days a week to exclusively perform the duties of this Contract. Except during the following periods:

2.15.4.1.1 During the hours of peak dispatch volume, 0900 to 1800 daily, a third dispatch operator will be required; and,

2.15.4.1.2 Dispatcher may have one (1) dispatch operator on duty, Monday through Friday between the hours of 0300 and 0700, and, Saturday and Sunday, between the hours of 0300 and 0900. During these hours, an owner or manager must be available at the dispatch facility within 15 minutes,

2.15.4.2 In the event of snow emergency, civil disorder, natural disaster, or other emergency situations, the Tow Board may, at its sole discretion, require the Dispatcher to have more than two (2) dispatch operators on duty. In such an event, Dispatcher will comply with the Tow Board's directives.

2.15.4.3 Emergency Contacts. Dispatcher will provide the Tow Board with a list of emergency telephone numbers for all its principal parties. The list will be kept current and will include, in descending order of authority, all personnel who are empowered to speak or act on behalf of Dispatcher.

2.15.4.4 Criminal Offenses.

2.15.4.4.1 All Dispatcher's employees will submit to a criminal history check before commencing any work under this Contract. Dispatcher will not employ any person who has been convicted of any offense:

2.15.4.4.1.1 Which would constitute a felony under the laws of the state in which the crime was committed or the United States of America; or

2.15.4.4.1.2 Which would constitute a misdemeanor under the laws of the state in which the crime was committed or the United States of America and the offense involved a threat to the public safety and interest; or

2.15.4.4.1.3 Which is incompatible with performance of this Contract; or

2.15.4.4.1.4 Regardless of whether the offense is a misdemeanor or violation, the offense is determined to be indicative of a pattern of dishonest, fraudulent, or illegal practices in any business or profession.

2.15.4.4.2 Dispatcher will immediately inform the Tow Board in writing if any of Dispatcher's officers, directors, agents, employees, or any other persons performing work on behalf of Dispatcher under this Contract, are arrested, charged, convicted, or sentenced for any criminal offense relating to the protection of the public safety or interest during the term of this Contract.

2.15.4.4.3 Appeals. Within ten (10) days of a determination that a potential employee is unemployable due to criminal history, Dispatcher may submit a written request for hearing at the next Tow Board meeting to appeal the determination. Dispatcher will be required to demonstrate why it would be in the public safety and interest to allow employment of a person determined to be unemployable by PPB Records. The decision of the Tow Board will be final. Dispatcher agrees not to employ any person determined to be unemployable by the Tow Board.

2.15.4.5 Training.

2.15.4.5.1 Dispatcher will ensure that its dispatch operators are adequately trained in all aspects of the dispatch function. Dispatcher will maintain on file with the Tow Board a written

employee training policy detailing both initial training of new employees and on-going continuing training of all staff.

2.15.4.5.2 Dispatcher's employees will be sufficiently trained in at least the following areas:

2.15.4.5.2.1 Operation of the CAD terminal;

2.15.4.5.2.2 City and County geography;

2.15.4.5.2.3 Tow district identification;

2.15.4.5.2.4 Telephone operation and etiquette;

2.15.4.5.2.5 Vehicle type identification and general familiarity;

2.15.4.5.2.6 Familiarity with the Contract for Vehicle Towing and Storage;

2.15.4.5.2.7 Familiarity with this Contract; and,

2.15.4.5.2.8 Computer proficiency adequate to perform the required tasks.

2.15.4.5.3 Performance Review.

2.15.4.5.3.1 Dispatcher agrees to cooperate with any performance review conducted by the Tow Board under this Contract, or any audit or inspection of records under this Contract.

Section 3. Scope of Agency Duties.

3.1 The Agencies agree to use the Dispatcher to dispatch tows as provided in this Contract.

3.2 The Tow Board will provide Dispatcher with a map dividing Multnomah County into districts and identifying specific boundaries for each district.

3.3 For each tow district, the Tow Board will provide the following information to the Dispatcher:

3.3.1 A list of all Tow Contractors authorized to be dispatched for tows within the district, including telephone numbers and addresses;

3.3.2 All Special Rotations; and,

3.3.3 The Tow Contractor authorized to be dispatched for Abandoned Vehicle tows.

3.4 All requests by the Agencies for tow dispatching will indicate the location of the vehicle to be towed, the make and license number of the vehicle to be towed, the type of tow, condition of vehicle, hold information, class of tow and other information necessary for the completion of the tow. Failure of an Agency to properly supply all information is not a substantial violation of this Contract and will not constitute breach of this Contract.

3.5 Tow Board Authority.

3.5.1 The Tow Board will establish the boundaries of districts and the Regular Rotation of Tow Contractors located within each district.

3.5.2 The Tow Board will establish Special Rotations for special equipment requests.

3.5.3 The Tow Board, in its sole discretion, may change the boundaries of the dispatching districts or the rotation system during the term of this Contract.

3.5.4 The Tow Board may require Dispatcher to keep and maintain such additional records and information as the Agencies may determine to be necessary or appropriate.

3.5.5 Inspection and Retention of Records. During regular office hours, the Tow Board or its authorized representative, the Towing Coordinator, has authority to inspect, audit and copy any records of the Dispatcher regarding its billings or its work under this Contract.

3.6 The Towing Coordinator and any Agency willing to pay for necessary accomodations, and with Tow Board approval, will have 24-hour electronic access to all computer dispatch records by electronic remote access.

3.7 Emergency Operations.

3.7.1 In the event of snow emergency, natural disaster, civil disorder, or other emergency the Tow Board may direct the Dispatcher to provide dispatching services in a manner inconsistent with this Contract.

3.8 Performance Reviews.

3.8.1 The Tow Board, through the Towing Coordinator, may hold performance reviews at three (3) month intervals during the term of this Contract to determine whether Dispatcher is adequately performing all aspects of this Contract. In the event the Tow Board determines the Dispatcher is not performing adequately, the Contract is subject to the remedies provided in sections 7, 8 and 9 of this Contract.

3.9 Criminal History Determinations.

3.9.1 The Towing Coordinator will review the criminal history of Dispatcher's prospective employees and provide a written determination of eligibility to the Dispatcher within fourteen (14) days of PPB Records' receipt of all necessary information.

Section 4. Audit of Records.

4.1 The Tow Board, either directly or through the Towing Coordinator, as authorized representative, may audit the records of the Dispatcher at any time during the term of this Contract.

4.2 If an audit discloses any material defect in Dispatcher's billing or record keeping, the failure of Dispatcher to properly maintain records will be construed to be a breach of this Contract.

Section 5. Ownership of Records.

5.1 All work the Dispatcher performs under this Contract is considered work made for hire and is the property of the Agencies. The Agencies own any and all papers and any other materials the Dispatcher produces in connection with this Contract. On completion or termination of the Contract the Dispatcher will deliver these materials to the Towing Coordinator.

5.2 The Dispatcher may retain for its own use and at its own cost copies of the materials it produces.

5.3 Any use the Agencies make of the materials produced by Dispatcher except for purposes of the work contemplated by this Contract, will be at the Agencies' risk.

Section 6. Effective and Termination Dates.

6.1 This Contract will be effective as of July 1, 2009 and will terminate as of June 30, 2014. Actual commencement of work under this Contract will depend on the status of the Dispatcher. If the Dispatcher is continuing from the term immediately preceding, the work under this Contract will begin on the first day of the first full month, following City Council approval of this Contract. In the event of a change in Dispatchers, the Tow Board may modify the commencement date of work under this Contract.

6.2 The Tow Board reserves the option at its sole discretion to extend this Contract on a month-to-month basis for up to twelve (12) months after June 30, 2014.

Section 7. Early Termination of Contract.

7.1 Termination for Convenience.

7.1.1 The Agencies and the Dispatcher, by mutual written agreement, may terminate this Contract at any time.

7.2 Unilateral Termination.

7.2.1 The Agencies, acting through the Tow Board, or any individual Agency, or the Dispatcher, on one hundred twenty (120) days written notice to the other party, may terminate this Contract for any reason deemed appropriate in its sole discretion.

7.3 Termination Due to Breach, or Violation of Laws, or Directives of the Tow Board.

7.3.1 Either the Agencies, acting through the Tow Board, or the Dispatcher may terminate this Contract in the event of a material breach of the Contract by the other party or parties. The Agencies, acting through the Tow Board, may also terminate this Contract for Dispatcher's failure to comply with any local, state or federal laws, or directives of the Tow Board. Prior to such termination, the party seeking the termination will give to the other party written notice of the breach and of the party's intent to terminate. In the event of a potential breach by an Agency, Dispatcher will also notify the Tow Board in writing. If the notified party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

7.3.2 In the event of termination due to Dispatcher's breach, the Tow Board may declare Dispatcher ineligible for the award of any dispatch Contracts with the Agencies for a period of two (2) years after the date of the declaration. In the event Dispatcher is declared ineligible, the Dispatcher and its officers, directors, agents, employees or any other person performing work under this Contract will not serve any other Dispatcher under a contract with the Agencies during the period of ineligibility. After the expiration of the period of ineligibility, Dispatcher may reapply for a new Contract and its application will be considered with other applications. However, past performance will be considered in awarding any new Contract to a Dispatcher who was previously declared ineligible. Such applicants will be required to demonstrate why it would be in the public interest to award a new Contract to any Dispatcher who has previously been declared ineligible.

7.4 Termination Related to Criminal Offenses.

7.4.1 The Tow Board may immediately, unilaterally terminate this Contract, without prior notice, if the Dispatcher or any of its officers, directors, agents or employees or any other persons performing work on behalf of Dispatcher under this Contract violates section 2.15.4.4 of this Contract.

7.5 Dispatcher Duties Upon Termination.

7.5.1 At the time a Contract is transferred from one Dispatcher to another, whether due to early termination or expiration, the Dispatcher will work cooperatively with the Tow Board and the new Dispatcher to insure a smooth transition of services and will continue to perform as provided in this Contract until termination or expiration is effective.

Section 8. Breach of Contract.

8.1 Any of the Agencies or Dispatcher will breach this Contract if it fails to perform any substantial obligation under the Contract, except as provided in section 8.2.

8.2 Neither the Agencies nor the Dispatcher will have breached this Contract by reason of any failure to perform a substantial obligation under the Contract if the failure arises out of

causes beyond its control and without its fault or negligence. Such causes may include, without limitation, acts of God or the public enemy, acts of the federal, state or local governments, fires, floods, epidemics, volcanic eruptions, quarantine restrictions, strikes, freight embargoes and unusually severe weather. Should either the Agencies or the Dispatcher fail to perform because of a cause described in this section, the Agencies and the Dispatcher will make a mutually acceptable revision this Contract.

8.3 Non-Waiver.

8.3.1 The Agencies and the Dispatcher will not be deemed to have waived any breach of this Contract by the other party except by an express waiver in writing. An express written waiver as to one breach will not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

Section 9. Remedies.

9.1 Dispatcher agrees that upon notification by the Agencies, acting through the Tow Board, that Dispatcher has breached this Contract and failed to cure the breach as provided in section 7.3.1 of this Contract, the Agencies acting through the Tow Board may, impose any of the remedies provided in this section in lieu of termination. Imposition of any of the remedies provided by this section will not limit the Agencies' ability to use any other remedies that may be available by law. The Tow Board may:

9.1.1 Direct Dispatcher to make restitution or adjustment to any person aggrieved or damaged by Dispatcher's breach, deficiency or violation;

9.1.2 Direct Dispatcher to make any changes or adjustments in its operating methods, procedures, personnel, facilities, or equipment, reasonably designed to prevent recurrence of the breach, deficiency or violation; and/or,

9.1.3 Impose penalties.

9.2 The Tow Board may impose financial penalties in the amount of up to $500 per violation. The penalties may be assessed per day, incident or other measure of violation, as may be appropriate under the circumstances.

9.3 It is the Tow Board's intent to determine financial penalties as a reasonable estimate of the damages caused by the violation. Such damages may include increased cost of contract administration and enforcement and other damages which are difficult to accurately measure. In determining the amount of penalties, the Tow Board will consider the seriousness of the violation, the amount of penalties necessary to deter future violations, previous violations during this or any prior dispatch agreement, and other appropriate matters.

9.4 The Towing Coordinator, as designee of the Tow Board, is authorized to assess financial penalties for routine or minor violations of this Contract. Assessment of such financial penalties will be appealable to the Tow Board. The Towing Coordinator will report

assessment of any financial penalties at the next monthly meeting of the Tow Board, following the assessment. The Towing Coordinator is authorized to assess the following financial penalties:

9.4.1 Misroute to incorrect location. An amount equal to one (1) dispatch fee.

9.4.2 Skipped rotation. An amount equal to two (2) dispatch fees. This penalty would apply only if Dispatcher did not discover and correct the mistake by giving a make-up dispatch to the skipped Tow Contractor.

9.4.3 Failure to dispatch a call, $100.00.

9.4.4 Failure to provide tow and/or release information to Agencies, $50.00.

9.4.5 Failure to submit monthly report on time, $25.00.

9.5 Dispatcher will be notified in writing and will be given a reasonable opportunity to be present and be heard before any termination due to breach, termination related to criminal activity or remedy in lieu of termination is imposed by the Tow Board except for penalties assessed under section 9.4. Dispatcher will bear the burden of demonstrating why it is not in the public safety or interest for the Tow Board to exercise the remedies available under this Contract.

Section 10. Compensation.

10.1 Municipal Tow Contract

10.1.1 Each Tow Contractor is required by the Contract for Vehicle Towing and Storage to pay a dispatch fee approved by the Tow Board to the Dispatcher for each dispatch. Dispatcher will include documentation of all of the Tow Contractor's tows, separated by class of tow, with billings.

10.1.2 Upon written request by the Dispatcher, after completion of the second year of this Contract and each anniversary thereafter, the Tow Board, in its sole discretion, may authorize an increase in an amount not to exceed the official Consumer Price Index (CPI) recognized by the City of Portland Office of Finance and Administration. The resulting fee will be rounded up or down to the nearest whole dollar amount.

10.1.3 The Agencies have entered into tow contracts with various Tow Contractors, requiring the Tow Contractors to pay to Dispatcher the dispatch fees as set forth above. By Contract, the Agencies will require the Tow Contractors to make payment to Dispatcher within ten (10) days of receipt of Dispatcher's billing for each month for all dispatch fees payable for the previous month. At the request of any Tow Contractor, Dispatcher will provide the Tow Contractor with a list of all dispatch fees billed, itemized by date and the identifying case or Tow Report Number of the requesting Agency.

10.1.4 Dispatcher will notify the Tow Board if any Tow Contractor fails to pay the dispatching fee, as provided in this section.

10.1.5 The Agencies will have no liability or responsibility for the payment of the dispatch fees by the Tow Contractors. In each instance, Dispatcher will look exclusively to the Tow Contractor for the payment of the dispatch fees. If any claim, demand, suit, action or other legal proceeding is necessary to collect the dispatch fees payable to Dispatcher, such claim, demand, suit or action will be brought by Dispatcher in Dispatcher's own name and at the Dispatcher's sole cost and expense.

10.2 Private Property Impounds

10.2.1 PPI Towers will collect a data services fee in an amount established by Administrative Rule from the vehicle owner/operator of every released PPI tow. This amount will be billed monthly to the PPI Tower based on tow desk database information about releases.

Section 11. Towing Coordinator.

11.1 The Towing Coordinator, or other person designated in writing, will act on behalf of the Towing Board of Review and as the designee of the Director of the Revenue Bureau.

11.2 The Towing Coordinator is authorized to approve work and billings hereunder, to give notices referred to herein, and to carry out any other Agency actions referred to herein, except those actions that are the sole and specific responsibility of the Tow Board under this Contract and PCC Chapter 3.98.

Section 12. Compliance with Laws.

12.1 In connection with its activities under this Contract, the Dispatcher will comply with all applicable federal, state and local laws and regulations.

12.2 In the event the Dispatcher provides goods or services to the City in the aggregate in excess of $2,500.00 per fiscal year, the Dispatcher agrees it has certified with the City's Equal Employment Opportunity certification process and that it will comply with federal, state, and local laws and regulations that prohibit discrimination.

Section 13. Oregon Law and Forum.

13.1 This Contract will be construed according to the laws of the State of Oregon.

13.2 Any litigation between the Agencies and the Dispatcher, arising under this Contract, or out of work performed under this Contract, will occur, if in the state court, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.

Section 14. Indemnification.

Dispatcher will hold harmless, defend and indemnify the Agencies and the Agencies' officers, agents, employees, Commissioners, and Directors against all claims, demands, actions and suits (including all attorneys' fees and costs) brought against any of them arising from the Dispatcher's work or any of Dispatcher's subcontractor's, officers', agents', or employees' work or the work of anyone acting on behalf of Dispatcher under this Contract.

Section 15. Workers' Compensation Insurance.

15.1 The Dispatcher, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon workers' compensation law and will comply with ORS 656.017 which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, will be attached to this Contract as Exhibit 1, if applicable, and will be incorporated herein and made a term and part of this Contract. The Dispatcher further agrees to maintain workers' compensation insurance coverage for the duration of this Contract.

15.2 In the event the Dispatcher's workers' compensation insurance coverage is due to expire during the term of this Contract, the Dispatcher agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration and the Dispatcher agrees to provide the Towing Coordinator such further certification of workers' compensation insurance as renewals of the insurance occur.

Section 16. Subcontracting.

The Dispatcher will not subcontract its work under this Contract, in whole or in part, without the written approval of the Tow Board. The Dispatcher will require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Dispatcher as provided in this Contract. Notwithstanding Tow Board approval of a subcontractor, the Dispatcher will remain obligated for full performance hereunder, and the Agencies will incur no obligation other than obligations to the Dispatcher hereunder. The Dispatcher agrees that if subcontractors are employed in the performance of this Contract, the Dispatcher and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

Section 17. Assignment.

The Dispatcher will not assign this Contract, in whole or in part, or any right or obligation hereunder, without the prior written approval of the Tow Board.

Section 18. Independent Contractor Status.

18.1 The Dispatcher is engaged as an independent contractor and is responsible for any federal, state and local taxes and fees applicable to payments hereunder.

18.2 The Dispatcher and anyone acting on behalf of Dispatcher under this Contract, and Dispatcher's subcontractors and their employees are not employees of the Agencies and are not eligible for any benefits through the Agencies including, without limitation, federal social security, health benefits, workers' compensation, unemployment compensation and retirement benefits.

Section 19. Notice.

Any notice provided for under this Contract will be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter will specify in writing. If to the Agencies: Towing Board of Review, Towing Coordinator, Revenue Bureau, 111 SW Columbia ST, #600, Portland OR 97201. If to the Dispatcher: _____

Section 20. Severability.

If any provision of this Contract is found to be illegal or unenforceable, this Contract nevertheless will remain in full force and effect and the provision will be stricken.

Section 21. Integration.

This Contract contains the entire agreement between the Agencies and the Dispatcher and supersedes all prior written or oral discussions or agreements.

Section 22. Funds.

No Agency funds will be expended as compensation to Dispatcher under this Contract.

Section 23. Business License and Multnomah Business Income Tax (MCBIT).

The Dispatcher will comply with City of Portland business license and Multnomah County Business Income Tax requirements prior to beginning work under this Contract. The Dispatcher will provide a business license number in the space provided at the end of this Contract.

Section 24. Commencement of Work.

24.1 The Dispatcher agrees that work being done pursuant to this Contract will not be commenced until after:

24.1.1 Workers' compensation insurance is obtained, as provided by section 15 of this Contract, and,

24.1.2 This Contract is fully executed by the parties and approved by the City Attorney's Office, and,

24.1.3 The effective date of this Contract as provided by section 6 of this Contract.

Section 25. Liability Insurance.

25.1 The Dispatcher will maintain public liability and property damage insurance that protects the Dispatcher and the Agencies and their officers, agents, employees, Commissioners and Directors from any and all claims, demands, actions and suits for damage to property or personal injury, including death, arising from the Dispatcher's work under this Contract.

25.2 The insurance will provide coverage for not less than $200,000 for personal injury to each person, $500,000 for each occurrence, and $500,000 for each occurrence involving property damage; or a single limit policy of not less than $500,000 covering all claims per occurrence. The limits of the insurance will be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of the Contract.

25.3 The insurance will be without prejudice to coverage otherwise existing and will name as additional insureds each Agency and its officers, agents, employees, Commissioners and Directors. Notwithstanding the naming of additional insureds, the insurance will protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein will operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy.

25.4 The insurance will provide that the insurance will not terminate or be canceled without thirty (30) days written notice first being given to the Towing Coordinator. If the insurance is canceled or terminated prior to completion of the Contract, the Dispatcher will provide a new policy with the same terms. The Dispatcher agrees to maintain continuous, uninterrupted coverage for the duration of the Contract.

25.5 The insurance will include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the Dispatcher.

25.6 The Dispatcher will maintain on file with the Towing Coordinator a certificate of insurance certifying the coverage required by sections 25.1 – 25.5. The adequacy of the insurance will be subject to the approval of the City Attorney.

25.7 Failure to maintain liability insurance is cause for immediate termination of this Contract by the Agencies and in such circumstances the notice requirements otherwise provided herein will not apply.

Section 26. Amendments.

26.1 The Agencies, acting through the Tow Board, and the Dispatcher may amend this Contract at any time only by written amendment executed by the Agencies and the Dispatcher. The Towing Coordinator may agree to and execute any amendment on behalf of the Agencies, except amendments requiring expenditure of Agency funds.

26.2 Any change in the provisions of this Contract will be deemed an amendment subject to section 26.1.

Section 27. Prohibited Interest.

27.1 No Agency officer or employee during his or her tenure or for one (1) year thereafter will have any interest, direct or indirect, in this Contract or the proceeds thereof.

27.2 No Agency officer or employee who participated in the award of this Contract will be employed by the Dispatcher during the period of the Contract.

Section 28. Payments to Vendors and Subcontractors.

The Dispatcher will timely pay all suppliers, lessors and contractors providing it services, materials or equipment for carrying out its obligations under this Contract. The Dispatcher will not take or fail to take any action in a manner that causes the Agencies or any materials that the Dispatcher provides hereunder to be subject to any claim or lien of any person without the Agencies' prior written consent.

Section 29. Performance Bond.

The Dispatcher agrees to furnish the Agencies with a fully executed performance and payment bond in the amount of $50,000. The Bond must be in a form approved by the City Attorney's Office.

Section 30. Section Headings, Capitalization and Punctuation.

The section headings, capitalization of defined terms, and punctuation in this Contract are intended to assist the reader. Capitalization and punctuation, or lack thereof, will not affect the meaning of any defined term.

DISPATCHER

By:_____

Name: _____

Title: _____

Business License #: _____

Date: _____

CITY OF PORTLAND

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form:

_____
Deputy City Attorney

LIST OF EXHIBITS

Exhibit 1. Certificate of Insurance

Exhibit 2. Dispatching Procedures for City of Portland

Exhibit 3. Dispatching Procedures for Multnomah County Sheriff's Office

Exhibit 4. Dispatching Procedures for Port of Portland

Exhibit 5. Dispatching Procedures for Oregon Department of Transportation COMET

Exhibit 6. Dispatching Procedures for Tri-Met

Exhibit 7. Procedures for PPI data management

EXHIBIT 2 DISPATCHING PROCEDURES FOR CITY OF PORTLAND

2.1 City of Portland Tow Requests may originate from the Portland Police Bureau, Parking Enforcement, Bureau of Maintenance fleet services, or other City agencies.

2.2 All City of Portland Tow Requests, except City-owned vehicles, Elsewhere tows, and Service calls will be identified by a Tow Report Number. Dispatcher will generate a tow number upon report of the completion of a tow.

2.3 All information about a Tow Request, including tow truck number, and tow driver identification, will be recorded on a tow slip and entered into the Tow Desk data base.

2.4 PPB Tow Requests.

2.4.1 PPB requests will be received via CAD transmission or telephone.

2.4.2 Dispatcher will check the Tow Request location and determine the district and next Tow Contractor in rotation.

2.4.3 Dispatcher will transmit the name of the dispatched Tow Contractor via CAD, or inform the officer by telephone, before disconnecting.

2.4.4 Dispatcher will use the Department on Public Safety Standards and Training (DPSST) number to identify the requesting officer in the record.

2.4.5 During the course of the tow, Dispatcher will continue to relay any additional information, as it is available, between the Tow Contractor and the requesting officer, including estimated time of arrival, additional location information, changes in violations and hold information.

2.4.6 Dispatcher will enter all information supplied by the Tow Contractor when the tow is complete, including vehicle description and condition, and location where the vehicle was dropped. PPB Records will obtain the complete record of each tow by electronic transmission to a terminal located at PPB Records. Dispatcher will issue a Tow Report Number for each completed Tow Request, except tows of City-owned vehicles, Elsewhere tows, Drops, RAS,TBTH and Service calls.

2.4.7 Dispatcher will report the Tow Report Number to the Tow Contractor within 30 minutes. After regular business hours, the Tow Contractor may opt to have Tow Report Numbers reported the following morning.

2.4.8 Dispatcher will immediately relay any additional information received from PPB Records after the original transmission of the Tow Request, concerning application or lifting of holds, or changes in violations.

2.4.9 Following notification from a Tow Contractor, Dispatcher will promptly enter vehicle releases into the Tow Desk database for retrieval by PPB Records.

2.5 Dispatching Procedure for Missions.

2.5.1 Missions are large-scale police operations by PPB, or one of several specialized task forces. The purpose of these operations is to stake out known locations of illegal activity, such as prostitution and drug sales. In a mission, all suspects are arrested and their vehicles seized.

2.5.2 Dispatcher may receive advance notice of a mission. Such advance information will be kept confidential, as provided in this Contract, except for nonspecific advance notice to Tow Contractors in affected districts to ensure adequate staffing.

2.5.3 When an officer is ready to order a tow or tows, Dispatcher will be given the precise location and the number of vehicles to be towed.

2.5.4 Dispatcher will dispatch Tow Contractors according to regular rotation, assigning specific vehicles to each for towing, as provided in this Contract.

2.5.5 The Police officer(s) in charge at the scene of the mission will notify Dispatcher of the appropriate destination for each tow, usually Rivergate Police Hold facility or the Tow Contractor's storage yard.

2.6 Retows

2.6.1 Retows of vehicles towed at the request of PPB will be requested by PPB Records only, after the original completion of a tow when a vehicle must be towed either from or to the Rivergate facility. Dispatcher will re-dispatch the original Tow Contractor, if still operating under the City Tow Contract. If the original Tow Contractor is no longer under Contract with the City, Dispatcher will dispatch the next Tow Contractor in rotation in the district of the original tow.

2.6.2 After receiving information about the completion of the Retow from the Tow Contractor, Dispatcher will promptly enter such information into the Tow Desk database for retrieval by PPB Records. The original Tow Report Number is used with the addition of an "R" to identify the Retow.

2.7 Moves

2.7.1 Due to the proximity of District 3 to the Rivergate facility, moves will be requested by PPB Records, on a tow-by-the-hour basis, for a District 3 Tow Contractor to rearrange vehicles at the Rivergate facility.

2.8 Parking Enforcement Tow Requests.

2.8.1 Parking Enforcement Tow Requests are ordered by telephone from Parking Enforcement Dispatch, during regular office hours. After 1800, Parking Enforcement deputies will call the Dispatcher directly.

2.8.2 Dispatcher will provide the name of the dispatched Tow Contractor to Parking Enforcement dispatch, or the requesting deputy, within 30 minutes of receiving the Tow Request.

2.8.3 Dispatcher will record all information about the request on the tow slip, including the deputy number of the requesting Parking Enforcement officer.

2.8.4 After receiving information from the Tow Contractor to complete the tow slip, Dispatcher will promptly assign a Tow Report Number and enter such information into the Tow Desk database for retrieval by PPB Records.

2.8.5 Dispatcher will report the Tow Report Number to the Tow Contractor.

2.9 Sweeps

2.9.1 Towing for street sweeping operations may be conducted by PPB or Parking Enforcement.

2.9.2 Street sweep operations coordinated by PPB officers will be conducted similarly to those run by Parking Enforcement. Tow Desk will be notified of any unusual circumstances or procedures as soon as they are identified.

2.9.3 Tow Requests during a sweep are not dispatched by the Dispatcher. Parking Enforcement deputies patrol a pre-designated area, issuing citations and tow orders for all vehicles parked in violation of temporary no parking signs.

2.9.4 Tow Contractors are assigned as teams with the Parking Enforcement deputies and simply follow the patrol, towing every vehicle marked with a citation and tow order.

2.9.5 Tow Contractors report all information about the tows to Dispatcher, on a Board-approved form, by facsimile transmission.

2.9.6 Dispatcher will generate a Tow Report Number and promptly enter all tow information and into the Tow Desk database for retrieval by PPB Records.

2.9.7 Dispatcher will report Tow Report Numbers to the Tow Contractors as they are received.

2.9.8 Every 30 minutes during a sweep, Dispatcher will send, by facsimile transmission, a list of all tows performed to Parking Enforcement, Bureau of Maintenance and PPB Records.

2.10 Bureau of Maintenance Tow Requests

2.10.1 Bureau of Maintenance fleet garages occasionally require towing or road service for City fleet vehicles due to breakdown or accident. Such requests will be made by telephone directly to Dispatcher.

2.10.2 Except for Agency vehicles, requests for lock-out service are not covered by the Tow Contract and Dispatcher is not required to dispatch these requests. The caller must seek this service directly from a private provider.

2.10.3 PPB officers may also request towing service for their own City fleet vehicles. These requests may be made by telephone or by CAD transmission.

2.10.4 The shop number, assigned to each City-owned vehicle by fleet services, is used instead of a license plate to identify the towed or serviced vehicle. This number may be supplied to Dispatcher by the person ordering the tow or by the Tow Contractor when completing the tow.

2.11 Abandoned Vehicle Tows.

2.11.1 The City of Portland has two programs for removal of Abandoned Vehicles: the Abandoned Auto Program (AAP), in the Parking Enforcement Division of the Portland Bureau of Transportation, and; Neighborhood Inspections in the Bureau of Development Services (BDS-NI).

2.11.1.1 AAP is responsible for identifying, citing and removing abandoned vehicles from the public right of way.

2.11.1.2 BDS investigates complaints of vehicles abandoned on private property.

2.11.2 There are two types of abandoned auto tow request:

2.11.2.1 Standby: Standby tow requests may be received from either AAP or BDS-NI. AB Tow Contractor will arrive on scene within 30 minutes of receipt of a standby tow request, unless an appointment is specified for another time. Although the requesting inspector may wait at the tow scene for standby tow requests, the inspector is not required to wait.

2.11.2.2 AAP and BDS follow slightly different procedures for obtaining towing services:

2.11.2.3 Abandoned Auto Program (AAP) – A list of vehicles to be towed as abandoned vehicles for AAP is faxed daily to the Abandoned Auto Tow Contractor (AB Tow Contractor). The AB Tow Contractor forwards this list to Dispatcher for entry into the database. Each vehicle is entered as a separate tow.

2.11.2.4 As the AB Tow Contractor contacts Dispatcher with completion information Dispatcher generates a Tow Report Number and completes the information in the database record for retrieval by PPB Records. AB Tow Contractor has 24 hours to tow all the listed vehicles.

2.11.3 Neighborhood Inspections. Requests from BDS-NI for abandoned auto tows are telephoned to the Tow Desk for dispatch to the AB Tow Contractor in the same manner as a rotational call. These tows are “standby” tows because they originate

on private property and, unless specially authorized by a City official, require that a BDS inspector be present.

2.11.3.1 Dispatcher will handle BDS-NI abandoned tow requests in the same manner as rotational tows, but dispatching them only to the AB Tow Contractor.

2.11.3.2 AB Tow Contractor will contact Dispatcher with completion of the tow and receive a Tow Report Number in the same manner as rotational tows.

2.11.4 Other Agencies. Abandoned vehicle tow requests made by other Agencies served by this Contract will be dispatched to the AB Tow Contractor following the same procedures as for rotational tows.

EXHIBIT 3 DISPATCHING PROCEDURES FOR MULTNOMAH COUNTY

3.1 Multnomah County Sheriff's Office tow requests

3.1.1 MCSO Tow Requests will be received by CAD transmission or by telephone.

3.1.2 All information about a Tow Request will be recorded on a tow slip and entered into a computerized data base.

3.1.3 Dispatcher will check Tow Request location and determine the district and next Tow Contractor in rotation.

3.1.4 Dispatcher will transmit the name of the dispatched Tow Contractor to the requesting deputy, via CAD, or inform the deputy by telephone before disconnecting.

3.1.5 Dispatcher will use the DPSST number to identify the requesting deputy in the record.

3.1.6 During the course of the tow, Dispatcher will continue to relay any additional information, as it is available, between the Tow Contractor and the requesting deputy, including, estimated time of arrival, additional location information, changes in violations and hold information.

3.1.7 The requesting deputy will supply the Tow Contractor with a file number, obtained from Multnomah County Sheriff’s Records (MC Records), and a Tow Request slip authorizing the tow when the Tow Contractor arrives at the tow scene.

3.1.8 Dispatcher will report to MC Records all information supplied by the Tow Contractor when the tow is complete, including vehicle description and condition, tow truck identification number, tow driver identification and location where the vehicle was dropped.

3.1.9 Dispatcher will use the same procedure for requests by MCSO on behalf of Fairview Police.

3.2 Multnomah County Fleet Services tow requests

3.2.1 Multnomah County Fleet Services occasionally requires towing or road service for County fleet vehicles due to breakdown or accident. Such requests will be made by telephone directly to Dispatcher.

3.2.2 Requests for lock-out service are not covered by the Tow Contract and Dispatcher is not required to dispatch these requests. The caller must seek this service directly from a private provider.

3.2.3 While most MC Fleet requests will come from the Fleet garages, Multnomah County Sheriff's Deputies may also request towing service for their own County vehicles. These requests may be made by telephone or by CAD transmission.

3.2.4 The “E” license plate of each MC Fleet vehicle is to identify the towed or serviced vehicle. This number may be supplied to Dispatcher by the person ordering the tow or by the Tow Contractor when completing the tow.

EXHIBIT 4 DISPATCHING PROCEDURES FOR THE PORT OF PORTLAND

4.1 Port Police Tow Requests

4.1.1 Port Police tow requests will be received by computer aided dispatch (CAD).

4.1.2 All information about a Port Police Tow Request, including tow truck number and tow driver identification, will be recorded on a tow slip and entered into the computerized data base.

4.1.3 All Port Police Tow Requests will be dispatched to Tow Contractors located in District 5, regardless of the location of the tow. Dispatcher will determine the next Tow Contractor in rotation in District 5.

4.1.4 Dispatcher will transmit the name of dispatched Tow Contractor to Port Dispatch by CAD.

4.1.5 Dispatcher will use the Port Police Officer's name to identify the requesting officer in the record.

4.1.6 Dispatcher will report to Port Police Dispatch all information supplied by the Tow Contractor when the tow is complete, including vehicle description and condition, the storage facility to which vehicle is towed, reason for tow, name of requesting officer, location of tow, time of Tow Request and time of tow completion, and any other information required by the Port Police. Port Police Dispatch will issue a Port Tow Identification Number for each completed Port Tow Request.

4.1.7 Dispatcher will promptly notify Port Police Dispatch when a Tow Contractor reports release of a vehicle towed by the Port as a recovered stolen vehicle.

4.1.8 Dispatcher will provide a monthly log report to the Port Police of all tows requested by the Port.

4.2 Port Tows from Parking Structures

4.2.1 Dispatcher may also receive requests for towing from parking facilities located on Port property.

4.2.2 Port parking facility requests will be received by telephone from an agent of the Port.

4.3 Vehicles owned by the Port are excluded from this Contract.

EXHIBIT 5 DISPATCHING PROCEDURES FOR OREGON DEPARTMENT OF TRANSPORTATION INCIDENT RESPONSE TEAMS

5.1 Incident Response Tow Requests

5.1.1 Incident Response Tow Requests will be received by telephone from TMOC/ Incident Response dispatch.

5.1.2 ODOT Tow Requests may be received from Incident Response or State Highway Maintenance.

5.1.3 Dispatcher will provide tow dispatching services for Incident Response Tow Requests only within Multnomah County.

5.1.4 Incident Response Tow Requests shall be treated as Private Non-Preference tows.

5.1.5 All information about a Incident Response Tow Request, including tow driver number and tow truck number, will be recorded on a tow slip and entered into the computerized data base.

5.1.6 Dispatcher will check the Tow Request location and determine the District and next Tow Contractor in rotation.

5.1.7 Dispatcher will inform TMOC/ Incident Response of the name of the dispatched Tow Contractor by telephone before disconnecting.

5.1.8 Dispatcher will record the COMET truck number or the Maintenance truck number to identify the person making the Tow Request.

5.1.9 Dispatcher will request information about the best access to tow location from TMOC/ Incident Response. Dispatcher will provide such information to the dispatched Tow Contractor.

5.1.10 Dispatcher will report to PPB Records all information supplied by the Tow Contractor when the tow is complete, including vehicle description and condition, and location where the vehicle was dropped. A City of Portland Tow Report Number will be assigned for each completed Incident Response Tow Request.

5.1.11 Dispatcher will provide daily and monthly tow log reports of all COMET and State Highway Tow Requests to TMOC/ Incident Response.

5.2 Snow Emergencies

5.2.1 During ice or snow emergencies, towers in Districts 1, 2, 4, 5 and 8 operate under special procedures for Incident Response Tow Requests in the following critical areas of concern:

5.2.2 Sylvan Hill on Highway 26 (Sunset Highway)

5.2.3 The Northbound I-5 approach to the Interstate Bridge

5.2.4 Breeze Hill - Northbound I-5 just north of Tigard (location of the special truck-passing lane)

5.2.5 On-ramps to the Marquam Bridge, both ends, and Intersection of I-84 and I-5

5.2.6 In declared snow or ice emergencies, Incident Response will request towing services in the identified areas. ODOT will ask Tow Desk to initiate the staging of Tow Contractors on a Tow-by-the-Hour basis.

5.2.7 The next tower up in rotation will be directed to go to a specified location and wait for direction from a Incident Response responder to hook up and tow a vehicle to a pre-arranged parking area (or the tower's secure storage lot, at the discretion of ODOT).

5.2.8 When the vehicle is deposited in the parking area, that tower clears the scene to be available for other district tows.

5.2.9 When the first staged tower is engaged in a tow, the next tower up in rotation will be dispatched to the waiting area and so on through the rotation in each of the affected districts.

5.2.10 If there is no truck available for staging among towers within a district, Tow Desk will contact an out-of-district tow company to provide a truck.

5.2.11 Towers keep track of their time on scene from arrival at the waiting area to dropping the vehicle at the parking area.

5.2.12 Payment for these services will be guaranteed by Incident Response.

5.2.13 The tower will notify Tow Desk of each vehicle they tow.

5.2.14 A full dispatch fee will be assessed for each tow completed.

5.3 Class C Priority operations and procedures.

5.3.1 ODOT will call Dispatcher to request dispatch of a Class C Tow Contractor to assist with clearing roadway blockages during a declared emergency, such as snow, ice or other extraordinary circumstance.

5.3.2 Dispatcher will dispatch a Class C truck to a location designated by ODOT where it will be deployed by ODOT staff. The tow driver will report the time to Tow Desk, immediately upon arrival on-scene. Newhouse and Hutchins will be first in this rotation, followed by Gerlock and A&B. <u>In this limited application</u>, A&B Towing is allowed to use any of their Class C trucks, regardless of district.

5.3.3 Each tow driver will report to Tow Desk <u>the make, color, plate and drop location</u> of every vehicle moved for ODOT before hooking up to the next vehicle to be moved.

5.3.4 Dispatcher will use the telephone numbers provided by the Class C Tow Contractors to contact the tower's designee having authority to allocate heavy trucks for the company. When contacted by Dispatcher, the tower will provide the estimated time needed for their truck to respond. Tow Desk will send the tower with the shortest estimated arrival time. If a tower has been unable to respond for a turn, the company designee will immediately report to Dispatcher when they again become available.

5.3.5 When dispatched under this operation, Class C Tow Contractors will remain on-scene until the blockage is cleared and they are released by ODOT, **or** two hours have elapsed, whichever occurs first. Dispatcher will contact ODOT or the tower every 90 minutes to determine if the next tower should be dispatched to relieve the on-scene tower.

5.3.6 A dispatch fee will apply to each tow.

EXHIBIT 6 DISPATCHING PROCEDURES FOR TRI-MET

6.1 Through an intergovernmental agreement with the City of Portland, TriMet is authorized to request tows of citizen-owned motor vehicles from TriMet parking facilities and MAX rail property through the Tow Desk.

6.2 Tri-Met tow requests will be received by telephone from TriMet's Operations Command Center, as requested by bus dispatchers, rail controllers, rail/road supervisors, transit police or maintenance personnel.

6.3 Tri-Met Tow Requests will be treated as Private Non-Preference tows, except:

6.3.1 Tows pursuant to a Transit Police arrest or citation, or,

6.3.2 Tows resulting from parking violations (including TriMet Code parking regulations).

6.4 All information about a Tri-Met Tow Request, including tow driver number and tow truck number, will be recorded on a tow slip and entered into the computerized data base.

6.5 Dispatcher will check Tow Request location and determine the District and next Tow Contractor in rotation.

6.6 Dispatcher will inform Tri-Met dispatch of the name of the dispatched Tow Contractor by telephone before disconnecting.

6.7 Dispatcher will request information about the best access to tow location from Tri-Met. Dispatcher will provide such information to the dispatched Tow Contractor.

6.8 Dispatcher will enter into the database, for retrieval by PPB Records, all information supplied by the Tow Contractor when the tow is complete, including vehicle description and condition, and location where the vehicle was dropped. A Tow Report Number will be assigned for each completed Tri-Met Tow Request.

6.9 Dispatcher will notify Tri-Met bus or rail dispatch when the tow is complete and provide the assigned Tow Report number.

6.10 Dispatcher will provide monthly tow log reports of all Tri-Met Tow Requests to Anna Turner, Exclusions Coordinator at HOP 1, 4012 SE 17th Avenue, Portland OR 97202.

6.11 TriMet tows outside of Multnomah County

6.11.1 TriMet tow requests from locations outside of Multnomah County will be dispatched from a special rotation including only those Tow Contractors choosing to participate. This special rotation will treat all areas outside of Multnomah County as a single district the boundary for which will be the Multnomah County line.

6.12 For any TriMet tow originating outside of Multnomah County, Dispatcher will report to PPB Records all information supplied by the Tow Contractor when the tow is complete, including vehicle description and condition, and location where the vehicle was dropped. The “Call Number” assigned by the Tow Desk database will be entered as the identifier for each completed Tri-Met request.

EXHIBIT 7 PRIVATE PROPERTY IMPOUND TOWING

7.1 Pursuant to PCC 7.24.010-019, PPI tows are to be reported by the PPI tower through the Dispatcher and entered into the Tow Desk database.

7.2 Notice prior to tow.

7.2.1 Notification of the intent to tow a vehicle from private property will be made by the PPI tower to the local police agency through the Tow Desk before any tow equipment is attached or the vehicle is moved. Upon receipt of such notification Dispatcher will create a record and enter the information reported by the PPI tower.

7.2.2 Such prior notification will be made by telephone and will include, at minimum, the following information:

7.2.3 Vehicle license plate;

7.2.4 Address from which the vehicle is to be towed; and,

7.2.5 Identity of the tow driver (initials or driver number, if on the City contract)

7.3 Notification following completion of a PPI tow

7.3.1 The PPI tower will notify the local police agency through the Tow Desk of the completion of the tow and location of the vehicle within 1 hour after the vehicle is placed into storage.

7.3.2 Such notification may be made by fax transmission on a form approved by the Director. Such notification will include, at a minimum:

7.3.2.1 Vehicle license plate – to verify against prior notice information,

7.3.2.2 State,

7.3.2.3 Vehicle Identification Number – if visible,

7.3.2.4 Make,

7.3.2.5 Model,

7.3.2.6 Style,

7.3.2.7 Year,

7.3.2.8 Color,

7.3.2.9 Tow Class,

7.3.2.10 Address from which the vehicle was towed – to verify against prior notice information,

7.3.2.11 Address to which the vehicle was towed,

7.3.2.12 Name of the person or business which authorized the tow,

7.3.2.13 Dollies? yes or no,

7.3.2.14 Was vehicle towed front up? or rear up?

7.3.2.15 Tow Driver (initials or driver number, if on the City contract) – verify against prior notice,

7.3.2.16 Towed Mileage: starting odometer and ending odometer (distance traveled with vehicle in tow)

7.3.3 If a prior notice does not result in a towed vehicle, PPI tower will notify Tow Desk if a Release at the Scene fee was collected, or if the vehicle was released without a fee.

7.4 Notification of release

7.4.1 Within eight (8) hours of releasing a vehicle to the registered owner/owner's agent or foreclosing a possessory lien, the PPI tower will notify the local police agency by facsimile transmission to the Tow Desk on a form approved by the Director.

7.5 Data Services fee

7.5.1 By the tenth day of each month, the Dispatcher will send the PPI tower an invoice for data service fees collected for each PPI towed vehicle released to the vehicle owner in the previous month.

7.5.2 The PPI tower will pay the collected fees directly to the Tow Desk by the twentieth day of the month.

7.5.3 The amount of the data services fee will not exceed the current dispatch fee established by the City of Portland Contract for Central Dispatching of Towing Services, as it may be amended by the Towing Board of Review.

ATTACHMENT 1. Immediate Notification form for New Hires and Terminations – Dispatch Contract

Notice of New Hire

Report new employees within 24 hours of starting work and on monthly update. **NOTE: This does not replace the monthly report.**

Name	Information	Complete
Company (and districts)		☐
Position		☐
Date of Birth	/ /	☐
Social Security Number	- -	☐
Hire Date	/ /	☐
Confidentiality Agreement	Attach Copy	☐
City ID Number	☐ New ☐ Previously Assigned #	☐
Workshop Certification	☐ Complete Attach Copy ☐ Needed	☐
Driver Certification	☐ Complete Attach Copy ☐ Needed	☐

When complete, attach required legible copies (current driver's license or state ID card issued by Oregon or Washington, and signed confidentiality agreement) and please fax to Dennis LoGiudice **503-865-3421**

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Notice of Termination

Report staff terminations within 24 hours of the last shift worked and on monthly update. **NOTE: This does not replace the monthly report.**

Name	Information	Complete
Company		☐
Position		☐
Social Security Number	- -	☐
Last Date of Employment	/ /	☐
City ID Number		☐

Please fax completed form to Dennis LoGiudice **503-865-3421.**

ATTACHMENT 2. **Tow Desk** Confidentiality Agreement

CONFIDENTIALITY AGREEMENT
CONTRACT FOR CENTRAL DISPATCHING OF TOWING SERVICES

I understand that:

1. On or about July 1, 2009, _____ ("Dispatcher") contracted to provide central dispatching services to the City of Portland, Port of Portland, Oregon Department of Transportation, Multnomah County Sheriff's Office, TriMet and the City of Fairview (the "Agencies"). The contract requires Dispatcher (my employer) to treat as confidential information pertaining to the pursuit, apprehension or prosecution of criminal suspects (the "confidential Agency information").

2. In the course of my employment for Dispatcher I may have access to, or become aware of, confidential Agency information.

3. I agree to disseminate confidential Agency information only to those Agency officials and/or tow contractors for whom it is intended under the Contract. I further agree not to divulge to any person any confidential Agency information that may allow any person to (1) conceal or dispose of any unlawfully obtained items or money, or (2) avoid detection, arrest, or punishment.

4. I agree that I have personal responsibility for the protection of confidential Agency information regardless of its format. I further agree that disclosure of confidential Agency information in violation of this Confidentiality Agreement may result in disciplinary action by the Tow Board against my employer or myself, including disqualification from all Tow Contract work

5. If I am arrested, charged, convicted, or sentenced for any criminal offense, I agree to report that event within 24 hours to my immediate supervisor and the Towing Coordinator. I understand that failure to report as required may result in disciplinary action by the Tow Board against my employer or myself, including possible cancellation of the Agreement for Central Dispatching of Towing Services or disqualification from all contract work .

_____	_____	_____
Print Name	Signature	Date
_____	_____	_____
Dispatcher Name	Authorized Signature	Date

ATTACHMENT 3 Release Notice to Tow Desk

VEHICLE RELEASE NOTIFICATION TO TOW DESK

COMPANY_____**DIST** ___ **DATE** _____**TIME** _____

PLEASE BLOCK PRINT LEGIBLY

TOW NUMBER	RLS TIME (RO's ONLY)	RELEASE CODE	PLATE (IF NO PLATE, YOU MAY ENTER THE VIN)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Release Codes are: **RO** – Release to Owner; **L** – Lien; **T** – Surrendered title;
RLS TIME (RELEASE TIME) IS REQUIRED ONLY ON RO's.
Releases shall be reported to Tow Desk within 8 hours of the actual time of the release.