



**CITY OF PORTLAND**  
OFFICE OF MANAGEMENT AND FINANCE

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**SPECIAL TOWING BOARD of REVIEW MEETING  
MINUTES**

**April 14, 2009**

1. **CALL TO ORDER:** 2:00 p.m. by Chairwoman Marian Gaylord.

2. **ROLL CALL:**

Abma	P	Gaylord	P	Tenney	P
Baxter	P	Griffin	P	Walker-Norton	A
Ferrero	A	LoGiudice	P	Wilson	P
Friedman	P	Ridenour	P		

3. **RECOGNITION OF TOWERS/OTHERS IN AUDIENCE:**

NAME

COMPANY

Tom Steigleder	ODOT
Harry Zabeti	United Service Alliance
Greg Rains	United Service Alliance
James Bruce	Attorney, United Service Alliance
Cynthia Stadel	PPRI - Volunteers of America
David Reichert	Speed's Towing
Michael Boros	Metro Express Collision Repair
Kathleen Butler	Regulatory Division
Allison Madsen	Regulatory Division

One item on the agenda: Request from the Police Bureau for exercise of the sixty day notice of unilateral termination against XXX, Inc., dba United Service Alliance (USA).

Chairwoman Gaylord reported contact from several local social service agencies expressing concern that this action was related to the criminal history of USA employee, Ton'Ja Frazier-Todd. Ms. Gaylord reaffirmed that PPB's request was not directly related to Ms. Frazier-Todd.

A packet of background information was distributed to the Board and provided to Mr. Zabeti. The packet contained:

- Board's denial of Ms. Frazier-Todd's appeal;
- Last Tow Board Meeting minutes;
- Report provided to the Board with Police Bureau's request;
- Letter prepared at the request of Albert Clements detailing his complaint of vehicle being towed without his consent or knowledge to Metro Express Collision Repair;
- Notes and documents provided by Terry Gillette, former employee at USA, when he came to the Towing Coordinator with allegations of improper business practices by USA. Minutes describing Mr. Gillette's denial of eligibility from the Board meeting in May 2008. Mr. Gillette met with Chairwoman Gaylord in February 2009 stating that, at the direction of Mr. Zabeti, he continued to do contract tows after the Board upheld his denial while using another

employee's City ID Number. He provided invoice copies showing significantly different handwriting with the same ID number;

f. E-mail from Officer Leo Yee addressing two issues of property being removed from two vehicles towed by USA. In one case, the vehicle was actually in secure police hold storage and a number of items that the officer had inventoried were missing when the citizen went to retrieve their car.

**Violation of the Board's order regarding Ton'Ja Frazier-Todd's eligibility.** Harry Zabeti addressed the Board, stating that no one at United Service Alliance was aware of any of the issues or complaints listed in the packet. Mr. Zabeti requested the recorded copy and minutes from the previous Tow Board Meeting, stating that he was unaware that Ton'Ja was not supposed to answer the phone.

Further discussion established the physical location from which Ton'Ja was working, and that there was nothing to restrict her access to towed vehicles. Mr. Zabeti asserted that he did not understand that Ms. Frazier-Todd was not to have any contact with contract work.

Chairwoman Gaylord reminded the Board and Mr. Zabeti that the issue that had been appealed was her ineligibility to do any work under the Tow Contract. The Board's denial of her appeal did not alter the original findings. The Chair also clarified that at no time had the Towing Coordinator, the Board or any agency staff directed United Service Alliance to fire Ton'Ja.

Mr. Zabeti further declared that there was no way to know if the Tow Desk was calling with a tow. The Chair offered that it was USA's responsibility to make necessary accommodations to ensure that Ms. Frazier-Todd was not privy to police information and activities.

Chairwoman Gaylord reiterated that regardless of any misunderstanding USA may have had, the action requested by PPB was not a termination for cause. Rather, it is the exercise of a standard contract clause allowing the agencies or the tow contractor to unilaterally terminate the contract, regardless of reason, upon sixty days' notice. If the Board chose to grant PPB's request, it would be at the Board's sole discretion.

As explained in the Towing Coordinator's report, the background details provided are anecdotal and not offered as reason for immediate or punitive termination of USA's contract. The report is presented to the Board as explanation for PPB's request.

Police Bureau representative Mike Ridenour asserted that SE Precinct officers are no longer comfortable having United Service Alliance tow cars for them. "They no longer have the trust of the officers they're serving."

**Clements complaint of unauthorized tow to Metro Express.** Chairwoman Gaylord described Mr. Clements' claim that his car was taken to Metro Express Collision Repair without his consent. A search of the Towing database revealed that, since January 1, 2009, United Service Alliance has towed twice as many vehicles to Metro Express as any other

contract tower. Mr. Clements alleged that there is collusion between United Service Alliance and Metro Express Collision Repair.

Mr. Michael Boros, owner of Metro Express Collision Repair addressed the Board and denied paying towers to take vehicles to his shop.

**Terry Gillette allegations.** Mr. Gillette appealed the denial of his eligibility at the May 21, 2008 Tow Board Meeting. The Board upheld the denial. In early 2009, Terry reported to the Towing Coordinator that immediately after that Board meeting, he was told by Mr. Zabeti to continue to accept contract tows, but to use Randy Kinser's number, 1217. He provided copies of two invoices for tows performed by 1217, both of which have significantly different handwriting.

When questioned whether Mr. Gillette continued to work for USA after the Board denied his eligibility for contract work, Mr. Zabeti replied, "Not on the premises. He picked up at body shops and dropped them off at Co-Parts."

**Missing property complaints.** The Chair introduced Officer Yee's e-mail describing two cases in which officers inventoried vehicles prior to towing, but the vehicle owners complained of missing property when they picked up their vehicles.

In the first example, the car went directly to the secure police hold at USA's storage facility. When the vehicle owner came to retrieve the vehicle, he found items missing. Vehicle owner reported to Officer Yee that the lot owner and manager showed them video surveillance where three people are seen next to the secured area door, but then the video went blank for twenty minutes. This vehicle was a stolen vehicle that had been towed on suspicion of hit and run. Missing were 2 Wii game remote controls, 1 Wii game steering wheel, 1 Wii game gun, 1 amplifier for car stereo, 2 15" car stereo speakers, and 1 water jug containing miscellaneous coin and currency.

Mr. Zabeti produced the inventory sheet prepared by United Service Alliance

Chairwoman Gaylord read from the police reports written by Officer Sokoloff and Officer Yee:

Sokoloff: *"Officer Yee and I were dispatched to a theft call that occurred from a vehicle inside a tow yard. Upon arrival I spoke to victim Elissa Hanson. She explained to me that on 01/01/2009, her house was burglarized and her vehicle was stolen from her driveway and involved in a hit and run. Subsequently, her vehicle was towed to United Service Alliance at 1921 SE 3<sup>rd</sup> Avenue on 01/01/2009 on a hold for traffic investigation unit. Hanson said that her vehicle was dusted for prints today but she is not sure what time. Hanson went to the tow yard to get her vehicle back, she pointed out to me that her vehicle was in a secure area of the tow yard where vehicles are kept for police holds. Hanson discovered that the above listed items were stolen out of her vehicle.*

Larry Didier, boyfriend of Hanson, stated that the speaker box with two 15" speakers in it, was bolted to the floor and the amplifier was also bolted in. I looked under the rear passenger seat and observed that the wires to the speakers and amplifier were cut clean. Hanson stated that Greg Rains said that he recalled the water jug being almost full of money. When I saw the water jug for myself, it had about an inch of coin and currency in it. Mr. Rains was not at location, thus not available for questioning. Prior to Officer Yee's and my arrival, Rains had just shown Hanson a video from 01/04/2009. Hanson stated that there were three unidentified males seen around her vehicle and then the video "went black" for twenty minutes. When it came back on, the males were gone. I spoke to Hanson on the phone at 2310 today and she gave me the serial number to her Wii system which matches the serial number that Officer Hansen wrote down in his special report. Officer Hansen spec. for the inventory of the vehicle included the Wii game console with the same serial number. Officer Hansen also noted that the water jug was 1/8 full of coin and currency."

Yee: "I had messages to call Alvarez regarding stolen property from his recovered stolen vehicle on 01/27/09. I spoke to Alvarez after I had recovered his stolen Scion XB. I told him what was still in his vehicle to include the green Fusion amp bolted under the front passenger seat.

I spoke to Alvarez this afternoon by phone. He told me he met his insurance adjuster at the USA tow lot on Wednesday (01/28/09) morning at 9 AM. Alvarez said he saw that his Fusion amp was missing from the car. Alvarez also said he saw bolts laying on the ground next to the door. Alvarez also saw that the wires connecting the amp to the stereo were cut. Alvarez said he did not confront employees at the tow yard because the three males were big and he was concerned for his safety if he had confronted them. I advised Alvarez that I would write a report documenting the theft."

James Bruce, attorney for United Service Alliance, addressed the Board and acknowledged the contract provision and the Board's authority to exercise it. He expressed the hope that the Board would make a good faith evaluation.

Mark Friedman asked Deputy City Attorney, Shane Abma, if there is a standard for the language used to terminate the contract.

Shane stated that there is no standard defining terms for such a unilateral termination. Any party to the contract, agency or tower, can walk away with sixty days notice.

**Mike Ridenour moved that the Board exercise the sixty-day notification to United Service Alliance that all agencies unilaterally terminate the contract. Bob Baxter seconded.**

**The motion was unanimously approved by roll call vote.**

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**Motion to adjourn by Mark Friedman. Seconded by Mike Ridenour.**

**Meeting adjourned at 3:44 pm.**