EXHIBIT 1

CONTRACT FOR ABANDONED VEHICLE TOWING AND STORAGE

July 1, 2010 – June 30, 2013

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CONTRACT FOR ABANDONED VEHICLE TOWING AND STORAGE

July 1, 2010 – June 30, 2013

This Contract for Abandoned Vehicle Towing and Storage (AB Tow Contract) is between the City of Portland, Oregon (City), the Port of Portland (Port), Multnomah County Sheriff's Office (MCSO), Tri-County Metropolitan Transportation District of Oregon (TRI-MET) and (AB Tow Contractor).

AGREED:

Section 1. Definitions

1.1 AB Police Tow: An abandoned vehicle found to have been reported stolen, or having had a temporary or formal hold applied for any reason. Requires an Administrative Release from the requesting Agency before the vehicle is released to the owner/owner's agent, insurance company, or by means of lien foreclosure.

1.2 AB Tow Contractor: The tow company, which is party to this AB Tow Contract, its agents and employees, including all principal parties, such as its officers, directors, shareholders and managers.

1.3 Abandoned Auto Program (AAP): A program of the City of Portland Parking Enforcement division of the Office of Transportation, charged with identifying, citing and requesting towing of abandoned vehicles from public right of way within the City of Portland.

1.4 Administrative Release form (Release): A document issued by an agency authorizing release of a towed vehicle to the bearer when the tow has been designated as a "police tow".

1.5 Agency(ies): The public agencies contracting collectively to obtain abandoned vehicle towing and storage services, including the City, the Port, MC and TRI-MET.

1.6 BOEC Service Net: Bureau of Emergency Communications (BOEC) radio net providing a variety of services for officers, including relaying tow requests. Sometimes referred to as Net 8.

1.7 CAD: Computer Aided Dispatch.

1.8 City: The City of Portland, a municipal corporation, its agents, officers and employees, including, without limitation, the Bureau of Licenses, Portland Police Bureau (PPB), Parking Enforcement, Office of Neighborhood Involvement – Neighborhood Inspections (ONI-NI) and Bureau of Maintenance.

1.9 Completion of tow: A tow will be considered complete and calculation of storage will commence when AB Tow Contractor notifies Tow Desk, providing the information necessary to complete the record.

1.10 Code Hearings Officer (CHO): The City of Portland employee responsible for hearing appeals of towing orders initiated by any City of Portland employee, Port

of Portland Police Officers, and Tri-Met employees.

1.11 Gate Fee: Fee assessed for access to a vehicle, whether for release or retrieval of personal effects, on Agency holidays or outside of AB Tow Contractor's regular business hours.

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

1.13 Hansen Building: The formal police hold facility of the MCSO, located at 12440 NE Glisan, Portland.

1.14 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.

1.15 MC: Multnomah County.

1.16 MCSO: Multnomah County Sheriff's Office.

1.17 MC Records: Records department of MCSO.

1.18 MDT: Mobile Data Terminal.

1.19 Office of Neighborhood Involvement – Neighborhood Inspections (ONI-NI): The City of Portland bureau charged with identifying, citing and requesting the towing of derelict or abandoned vehicles located on private property within the City of Portland.

1.20 Owner: The person in whose name a vehicle title is registered, or the person who has the right to possession of the vehicle.

1.21 Owner's agent: A person authorized by a vehicle owner to have access to or possession of the vehicle and/or its contents.

1.22 Parking Enforcement Division: One of the City Bureaus responsible for enforcement of parking regulations and the Abandoned Auto Program in the City of Portland.

1.23 Personal Effects: Property within a vehicle that is not bolted, fastened, snapped into place or otherwise attached to the vehicle.

1.24 **Police Holds, types:**

1.24.1 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.

1.24.2 Temporary Hold: A temporary order by any Agency officer restricting access to both the towed vehicle and its contents. Temporary holds expire after 72 hours, unless previously lifted by the Agency which applied it.

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

1.26 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.

1.27 Qualified Driver: A person registered with the City of Portland as a tow truck driver, employed by the AB Tow Contractor and possessing all qualifications identified in Section 3.5.35 of this AB Contract.

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

1.29 Regular business hours: 0800 to 1800, Monday through Friday.

1.30 **Releases, types:**

1.30.1 D: Dismantling Certificate.

1.30.2 LIEN: Release by means of asserting a possessory lien.

1.30.3 POLICE: Towed to an Agency hold facility.

1.30.4 RELEASE TO OWNER (RO): Release of a vehicle to the owner/owner's agent.

1.30.5 RE-TOW: Request for removal of a vehicle to or from formal Police Hold storage at an Agency facility.

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

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

1.31 **Response types:**

1.31.1 Standby: A request for tow of an abandoned vehicle to occur within not more than thirty (30) minutes of the request, or at an appointment time agreeable to the Agency official. The Agency official may be present at the tow scene but is not required to be present.

1.31.2 24-hour: A request for tow of an abandoned vehicle within no more than twenty-four (24) hours of the AB Tow Contractor's receipt of the request.

1.32 Rivergate: The formal Police Hold facility for Portland Police Bureau, located at 7027 NW St. Helens Highway.

1.33 Storage Services: Services provided by the AB Tow Contractor, which include protection and storage of a vehicle and its contents after towing at the request of an Agency pursuant to this AB Tow Contract. Such storage will be in a secure facility, as defined in Section 3.7, Storage Facilities. These services also include, without limitation, covering vehicles of considerable value with a tarp in case of inclement weather, inventorying personal effects and removal of valuables for safekeeping.

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

1.35 Tow Desk/Dispatch Contractor: The company under contract with the Agencies to provide central dispatching of towing services and maintenance of a database of information about AB tows.

1.36 Tow Identification Number: A number issued by an Agency other than PPB Records to identify an individual tow incident.

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

1.38 AB Tow Request: A request for any of the services defined by this AB Tow Contract.

1.39 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 AB Tow Contractors and the Tow Desk.

1.40 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.

1.41 AB Towing Services: Services performed by the AB Tow Contractor defined in this AB Tow Contract, including: all types of vehicle towing, winching and recovery, dollying, disabling drivelines, securing unstable loads.

1.42 **Tows, types:**

1.42.1 Abandoned Vehicle: Any tow so designated by Agencies served by this AB Tow Contract.

1.42.2 AB Agency: Any vehicles towed in error by order of any Agency, or any AB Tow for which the Agency bears financial responsibility.

1.42.3 AB Class A: A tow of a passenger vehicle or truck or van, up to ¾ ton size, unloaded, which requires a Class A tow truck.

1.42.4 AB Class B: A tow of a vehicle exceeding 10,000 Gross Vehicle Weight (GVW) which requires a Class B tow truck.

1.42.5 AB Class C: A tow of a vehicle exceeding 20,000 GVW, which requires a Class C tow truck.

1.42.6 AB MCSO Tow: Any abandoned tow ordered by an official of the Multnomah County Sheriff's Office.

1.42.7 AB Port Tow: Any abandoned tow ordered by a Port official or Port Police officer from the Portland International Airport or other Port properties.

1.42.8 AB Re-tow: Removal of a vehicle towed as an Abandoned Vehicle tow to or from an Agency storage garage or any other location at the direction of Agency personnel.

1.43 Vehicle description: A description of a vehicle including at a minimum the license information, issuing state, make, model, year, color, body style, and vehicle identification number (VIN).

Section 2. Purpose

The purpose of this AB Tow Contract is to provide abandoned vehicle towing and storage services for the Agencies in a timely, courteous, safe and professional manner. AB Towing and storage services performed by the AB Tow Contractor for the Agencies are in the interest of preserving public safety and convenience. The quality of these vehicle towing and storage services is imperative to fulfillment of this AB Tow Contract.

Section 3. Scope of AB Tow Contractor Services.

3.1 AB Tow Contractor will furnish towing services as provided by this AB Tow Contract, when requested to do so by the Agencies.

3.2 AB Tow Contractor will perform all abandoned vehicle tows requested by the Agencies.

3.3 AB Tow Contractor recognizes and agrees that strict adherence to all terms and conditions of this AB Tow Contract, the rules and directives of the Tow Board and the Agencies, and the laws of the City, County and State or Federal governments which are material to the performance of this AB Tow Contract, is in the public interest and of the utmost importance to the Agencies, and that any violation thereof may cause extreme inconvenience and hardship to the Agencies. Failure to abide by all rules, directives, laws and all terms and conditions of this AB Tow Contract may result in the Agencies, acting through the Tow Board, exercising their rights to terminate this AB Tow Contract or impose remedies under the AB Tow Contract.

3.4 In addition to the provisions of the General Towing Procedures as provided in Section 3.4.5, AB Tow Contractor will provide vehicle towing and storage services specific to the Agencies, as follows:

3.4.1 City towing procedures as provided in Exhibit 2.

3.4.2 Port towing procedures as provided in Exhibit 3.

3.4.3 MCSO towing procedures as provided in Exhibit 4.

3.4.4 TRI-MET towing procedures as provided in Exhibit 5.

3.4.5 **General Towing Procedures.**

3.4.6 AB Tow Contractor will perform all tows in a safe, courteous and respectful manner.

3.4.7 AB Tow Contractor will be dispatched by Tow Desk on all AB Tow Contract tow requests except those originating from the City of Portland AAP and/or ONI-NI.

3.4.8 When performing a tow, the AB Tow Contractor is responsible for clean up of broken glass, or other injurious substances dropped from the abandoned vehicle upon the roadway or property at the tow scene.

3.4.9 When performing an abandoned tow, AB Tow Contractor will follow any instructions regarding the tow given by an Agency official at the tow scene or in the order for the tow.

3.4.10 Except under order by a police officer, AB Tow Contractor will not fail to tow a vehicle deemed by an agency to be abandoned, provided the tower finds the vehicle located on the blockface identified as its location in the tow order.

3.4.11 **Response Time**

3.4.11.1 Standby: When a standby abandoned vehicle tow is requested, the AB Tow Contractor will arrive at the tow scene with suitable personnel and equipment within thirty (30) minutes of the tow request, or at an appointment time agreeable to the Agency official.

3.4.11.2 In some instances, an abandoned vehicle tow may be requested from the field to allow the AB Tow Contractor to respond timely. The Agency official may standby on scene, but is not required to remain.

3.4.11.3 An Agency may allow the AB Tow Contractor more than thirty-(30) minutes response time at the Agency's discretion.

3.4.11.4 24-hour Tow: When a twenty-four (24) hour abandoned vehicle tow is requested, the AB Tow Contractor will arrive at the tow scene not later than 24 hours after the time of the request. All abandoned vehicle tow requests not designated as a 24-hour Tow, will be considered standby tows.

3.4.11.5 On calls dispatched by Tow Desk and located more than eight (8) but less than twenty (20) miles from the AB Tow Contractor's office, the AB Tow Contractor is allowed thirty (30) minutes from the time the tow dispatch is received from Tow Desk.

3.4.11.6 On calls located more than twenty (20) miles from the AB Tow Contractor's office, the AB Tow Contractor is allowed forty (40) minutes from the time the tow dispatch is received from Tow Desk.

3.4.11.7 When requested to re-tow a vehicle to an Agency storage facility, AB Tow Contractor will complete the re-tow within ninety (90) minutes from the time AB Tow Contractor receives the dispatch from Tow Desk.

3.4.12 AB Tow Contractor's failure to perform a tow may be excused if, in the AB Tow Contractor's opinion, conditions at the tow scene warrant police supervision, and such supervision is unavailable.

3.4.13 AB Tow Contractor's failure to respond to an abandoned tow request may be excused by accident, riot, natural disaster or other causes beyond AB Tow Contractor's control, but failure due to such causes will not affect the Agencies' right to cancel the request.

3.4.14 In the event the AB Tow Contractor fails to perform a tow in a timely manner as specified above, the Agency may, at its sole discretion, order any Tow Contractor under the Contract for Vehicle Towing and Storage to tow the vehicle to that Tow Contractor's storage lot.

3.4.15 AB Tow Contractor will re-tow subject vehicle to the AB Tow Contractor's storage lot within 24 hours, and will reimburse the first Tow Contractor for all accrued towing and storage charges.

3.4.16 The first four hours storage grace period begins at the time subject re-tow is called in as completed. The Agency will not reimburse AB Tow Contractor for said re-tow. Because the tow resulted from the AB Tow Contractor's failure to perform on a timely basis, AB Tow Contractor will not charge the vehicle owner/owner's agent for costs of re-towing from the first Tow Contractor's storage lot.

3.4.17 After arrival at the tow scene, AB Tow Contractor will perform the tow in a proper and expeditious manner and in accordance with this AB Tow Contract and any directions of police or other Agency personnel. The AB Tow Contractor will determine the appropriate type of equipment suitable for the circumstances of the tow, as provided under this Contract.

3.4.18 The AB Tow Contractor is responsible for securing unsafe vehicles or loads if in danger of falling, spilling, tipping or otherwise upsetting. There will be no additional fee for this service.

3.4.19 **Tow Request Types**. The AB Tow Contractor will provide towing services in response to the following requests:

3.4.19.1 City of Portland AB Tow. Requests originating from the City of Portland AAP or ONI-NI as defined in Exhibit 2.

3.4.19.2 MCSO AB Tow: An abandoned vehicle tow request by a deputy of the Multnomah County Sheriff's Office, as defined in Exhibit 4.

3.4.19.3 PORT AB Tow: A request by a Port of Portland official to tow an abandoned vehicle from Port property, as defined in Exhibit 3.

3.4.19.4 TRI-MET AB Tow: Any abandoned vehicle tow ordered by a Tri-Met official, as defined in Exhibit 5.

3.4.19.5 Re-tows. Upon request of an Agency, AB Tow Contractor will re-tow any

vehicle held by the AB Tow Contractor to, or from, a storage facility designated by the Agency. Fees are assessed for this service in accordance with rates established by this AB Tow Contract.

3.4.19.5.1 The AB Tow Contractor agrees to accept return of all vehicles taken to an Agency storage facility.

3.4.20 The AB Tow Contractor will maintain the necessary specialized equipment to perform all types of abandoned vehicle tows. Specialized equipment requests include:

3.4.20.1 4 x 4: AB Towing requests where the location requires a 4-wheel drive type of tow truck for recovery of the vehicle. Class A rates will apply.

3.4.20.2 Class B: Towing or service requests for vehicles exceeding 10,000 Gross Vehicle Weight (GVW). Class B rates will apply.

3.4.20.3 Class C: Towing or service requests for vehicles exceeding 20,000 GVW. Class C rates will apply.

3.4.20.4 Rollbed Request: Towing requests for vehicles requiring use of a rollbed type of tow truck. Class A rates will apply.

3.4.20.5 Motorcycle Trailer Request: Request to tow a motorcycle requiring use of a motorcycle trailer. Class A rates will apply.

3.4.21 The AB Tow Contractor is allowed to meet the requirement for specialized equipment by means of subcontracting, provided that the subcontractor is pre-approved by the Towing Board of Review.

3.5 **General Storage Procedures.**

3.5.1 For at least the first 72 hours after towing, AB Tow Contractor will store all vehicles towed under this AB Tow Contract at the storage facility location designated as the primary storage location on the signature page of this AB Tow Contract.

3.5.2 Secondary Storage. After 72 hours, a stored vehicle may be removed by the AB Tow Contractor to such secondary storage lots as the Tow Board may approve in writing.

3.5.2.1 If a vehicle has been removed to a secondary facility, AB Tow Contractor will, at the citizen's option, either provide transportation for the vehicle owner, or other authorized person requesting release of the vehicle, to the secondary storage facility, or tow the vehicle to the primary storage facility, at no extra charge for these services.

3.5.3 AB Tow Contractor, upon direction from an Agency, will tow abandoned vehicles to an Agency designated storage facility.

3.5.4 Vehicles up to twenty (20) feet in length comprise one (1) storage unit. The

determination of the length of a vehicle is limited to the actual area that the vehicle and its load (if applicable) cover or project over, including trailer hitches, winches, etc.

3.5.5 AB Tow Contractor agrees to assume sole responsibility for the theft, disappearance, or damage of a vehicle, its parts or any personal effects within the vehicle, once the vehicle has been taken under tow. This does not include items removed from the vehicle and taken into custody by an Agency officer.

3.5.6 AB Tow Contractor will exercise reasonable care to protect stored vehicles and any personal effects contained therein from vandalism, theft or burglary. For purposes of this AB Tow Contract, reasonable care means, at a minimum:

3.5.6.1 Providing a fence that meets all specifications for Tow Board approval.

3.5.6.2 Equipping all gates, doors and other openings into the storage facilities with locks to prevent unauthorized entry.

3.5.6.3 Keeping all gates, doors and other openings into the storage facilities closed at all times, except for necessary entry and exit from the facility.

3.5.7 **Police Holds**

3.5.7.1 Abandoned vehicle tows which become AB Police tows with instructions to hold for fingerprints, investigation, evidence, or VIN inspection will be handled and stored with all due care to avoid interference with police activities and police information. For purposes of this AB Tow Contract, due care means storing the vehicle in an inside, locked area, secure from entry by staff or any other person, except authorized Agency personnel.

3.5.8 **Formal Holds**

3.5.8.1.1 In most cases, the AB Tow Contractor will be instructed to take formal holds to an Agency storage facility. The Rivergate Police Hold Facility for the Portland Police Bureau is located at: 7027 NW St. Helens Rd, Portland, Oregon. The Hansen Bldg. Hold Facility for MCSO is located at: 12240 NE Glisan, Portland, Oregon.

3.5.8.1.2 When ordered to take a vehicle to an Agency storage facility for formal police hold, AB Tow Contractor will provide the Agency lot attendant a completed invoice of all fees owed up to that time, on a Tow Board approved form. The AB Tow Contractor will keep one copy of the invoice for the purpose of billing the Agency.

3.5.8.1.3 If a formal hold is applied after the vehicle arrives at the AB Tow Contractor's storage lot, the vehicle will be placed in secure, inside, police hold storage until the AB Tow Contractor is notified that the hold is lifted, or until the Agency requests that the vehicle be re-towed.

3.5.9 **Temporary Holds.**

3.5.9.1.1 All vehicles held under a temporary hold will be placed in secure, inside, police hold storage facilities at the AB Tow Contractor's storage location for 72 hours, unless prior notification is received from the requesting Agency that the hold has been lifted.

3.5.9.1.2 When a temporary hold vehicle is towed after 1630 hours or on a weekend or holiday, the computation of the 72-hour period will not begin until 0800 on the next working day.

3.5.9.1.3 When a temporary hold is applied solely for purposes of verifying a V.I.N., the vehicle may be stored outside, except in inclement weather, when upon request the AB Tow Contractor will move the vehicle into sheltered storage for the V.I.N. inspection.

3.5.9.2 AB Tow Contractor will refer all inquiries regarding vehicles held under temporary or formal police holds to the officer who issued the hold or to the requesting Agency. AB Tow Contractor will not provide any information about hold vehicles to anyone except authorized Agency personnel.

3.5.10 **Property Inventory and Condition Report**

3.5.10.1 A vehicle property inventory and condition report, will be prepared by the AB Tow Contractor on the Tow Board-approved tow invoice (Attachment 1) for any towed vehicle that appears to contain items of value, as soon as it is placed in the AB Tow Contractor's storage facility. Such inventory will include a description of personal effects visible inside of the towed vehicle and property contained in pickup beds, trailers, or rollbeds.

3.5.10.2 AB Tow Contractor may remove personal effects from a vehicle and place into secure storage to protect such personal effects from theft or loss. Any personal effects removed will be tagged with the Tow Number and vehicle license number and noted on the tow invoice inventory list.

3.5.10.3 All personal effects removed will be returned to the owner/ owner's agent at the time of release of the vehicle, if not before.

3.5.10.4 AB Tow Contractor may remove a mechanical part, such as a battery or distributor rotor, from the vehicle to prevent unauthorized removal of the vehicle. AB Tow Contractor will document such removal on the tow invoice inventory list.

3.5.10.4.1 Any parts removed will be returned and reinstalled at the AB Tow Contractor's expense at the time of release of the vehicle.

3.5.10.5 Unless the vehicle is subject to Agency instructions to the contrary:

3.5.10.5.1 AB Tow Contractor will assist owner/owner's agent, if necessary, by retrieving ownership documents or identification from a towed vehicle or accompanying the owner/owner's agent while he or she retrieves documents from a towed vehicle.

3.5.10.5.2 AB Tow Contractor will allow owner/owner's agent, with valid proof of ownership or authorization, access to a towed vehicle for removal of personal effects at any time within 15 days after the completion of the tow. During regular business hours, AB Tow Contractor will provide this service without charge. A gate fee may be applied outside of regular business hours.

3.5.10.5.3 AB Tow Contractor will allow owner/owner's agent, with valid proof of ownership or authorization, access to a towed vehicle for purposes of inspecting and/or documenting its condition at anytime until the AB Tow Contractor receives a certificate of sale from the City of Portland or forecloses a possessory lien under ORS Chapter 87. AB Tow Contractor will provide such access during regular business hours without charge.

3.5.11 **Releasing a vehicle.**

3.5.11.1 When a temporary or formal hold is applied by an Agency official for any reason, the vehicle is then classified as an AB Police Tow and will require a Release from the requesting Agency before the vehicle is released to the owner/owner's agent, insurance company, or by means of lien foreclosure. Abandoned tows which become Police Tows may also be ordered re-towed to a police storage facility.

3.5.11.2 Except when a temporary or formal hold has been applied, AB Tow Contractor will release recovered stolen vehicles to the vehicle owner/owner's agent without requiring the owner/owner's agent to obtain a Release. If the AB Tow Contractor is unsure about the ownership of a recovered stolen vehicle, the AB Tow Contractor may call PPB Records, Port of Portland police or MCSO Records for assistance.

3.5.11.3 Except for recovered stolen vehicles, AB Tow Contractor will not release any vehicle designated as a Police Tow without written authorization in the form of a Release issued by the Agency applying such designation. See Definitions, 1.1 AB Police Tow.

3.5.11.4 AB Tow Contractor will require the owner/owner's agent to obtain a Release before releasing any vehicle on which a formal or temporary Police Hold has been placed.

3.5.11.5 AB Tow Contractor will obtain a Release from the appropriate Agency for any vehicle towed as a Police Tow, on which the AB Tow Contractor forecloses a possessory lien, obtains a dismantling certificate or accepts title in lieu of payment, except for recovered stolen vehicles.

3.5.12 At the time a vehicle is redeemed, AB Tow Contractor will provide written notice of the vehicle owner's right to a hearing. Such written notice will be in a form approved by the Tow Board.

3.5.13 AB Tow Contractor will issue a written receipt on a Tow Board approved form (Attachment 1) for all payments for towing and storage.

3.5.13.1 AB Tow Contractor will complete all information requested on the Tow Board

approved Tow Invoice. All fees will be itemized on such form.

3.5.14 AB Tow Contractor will accept the following forms of payment:

3.5.14.1 Cash;

3.5.14.2 Mastercard and Visa credit cards; and/or

3.5.14.3 Debit cards.

3.5.15 AB Tow Contractor will not assess any surcharge for payment by credit or debit card.

3.5.16 AB Tow Contractor will have correct change available at all times during business hours for cash payments.

3.5.17 At minimum, AB Tow Contractor will provide the following information whenever a vehicle owner/owner's agent inquires about the release of a vehicle:

3.5.17.1 That there is no storage charge if a vehicle is redeemed within the first four hours after completion of the tow;

3.5.17.2 When a gate fee is applicable and the amount;

3.5.17.3 The additional fee that is applicable if the owner/owner's agent arrives more than one (1) hour after the appointed release time;

3.5.17.4 All other applicable charges for towing and storage;

3.5.17.5 Acceptable methods of payment;

3.5.17.6 That if release of the vehicle is requested, the attendant will arrive at the storage facility within not more than one-half hour of the agreed upon time; and

3.5.17.7 The forms of documentation required to establish proof of ownership of the vehicle.

3.5.18 Upon payment in full of all charges or other arrangements satisfactory to the AB Tow Contractor, AB Tow Contractor will, at its option:

3.5.18.1 Permit the owner/owner's agent to enter the premises to retrieve the vehicle; or

3.5.18.2 Position the vehicle either on the AB Tow Contractor's property or off the property in a legal parking place.

3.5.18.3 If the owner/owner's agent requests that the vehicle be placed on the public right-of-way, AB Tow Contractor will notify the owner/owner's agent that the vehicle <u>must</u> be removed from the public right-of-way within 24 hours.

3.5.19 AB Tow Contractor will, at no extra charge, make the vehicle available to the owner/owner's agent for retrieval within thirty (30) minutes of the time of

payment, or other time mutually agreed upon.

3.5.20 **Availability of AB Tow Contractor for vehicle releases**

3.5.20.1 AB Tow Contractor will maintain telephone service for the release of towed vehicles 24-hours per day, seven days per week.

3.5.20.2 AB Tow Contractor or the AB Tow Contractor's designee will be readily available to provide information about a towed vehicle whenever an owner/owner's agent calls.

3.5.20.3 If an owner/owner's agent calls after regular business hours and it is necessary for the AB Tow Contractor or the AB Tow Contractor's designee to check for information and call back, the AB Tow Contractor will call the owner/owner's agent back in no more than thirty (30) minutes.

3.5.20.4 At all times other than regular business hours, AB Tow Contractor will have an attendant at the storage facility within thirty (30) minutes of receiving notice that, either:

3.5.20.4.1 The vehicle owner/owner's agent is at the storage facility and has requested release of the vehicle; or,

3.5.20.4.2 The vehicle owner/owner's agent will be at the storage facility within one hour to redeem the vehicle.

3.5.20.5 For the purposes of this section, a telephone request by a vehicle owner/owner's agent will constitute notice of a release request.

3.5.20.6 If the AB Tow Contractor is unavailable within 30 minutes of the time an owner/owner's agent has agreed to meet for the release of a vehicle, AB Tow Contractor will forfeit any Gate Fee and additional storage charges against the vehicle. This will be in addition to any other remedy provided for elsewhere in this AB Tow Contract.

3.5.20.7 When releasing a vehicle outside of regular office hours, if the AB Tow Contractor must wait at the storage facility for a vehicle owner/owner's agent more than one hour after the appointed time for the release, the AB Tow Contractor may assess an additional fee equal to one-half the regular gate fee for each extra hour, or part thereof, that the AB Tow Contractor is at the storage facility.

3.5.21 **Notification.**

3.5.22 When performing an Abandoned Vehicle Tow for the City of Portland AAP, the AB Tow Contractor will notify the City of completion of the tow, in the manner detailed in Exhibit 2.

3.5.23 When performing an Abandoned Vehicle Tow for an Agency other than the City of Portland, the AB Tow Contractor will, within one-half hour after a tow is completed, notify and provide Tow Desk with such information regarding the

tow and the towed vehicle as the Tow Board may require, including:

3.5.23.1 A description of a vehicle including at a minimum the license information, issuing state, make, model, year, color, body style, and VIN.

3.5.24 If it becomes necessary to re-check any information about a towed vehicle, the AB Tow Contractor will provide such information within thirty (30) minutes of receiving the request.

3.5.25 AB Tow Contractor will promptly notify Tow Desk by facsimile transmission, using a Tow Board-approved form (Attachment 7 or other Board approved method) within eight (8) hours, after any release of a vehicle.

3.5.26 AB Tow Contractor will immediately notify Tow Desk when foreclosing a possessory lien, or accepting a vehicle title in lieu of towing and storage fees.

3.5.27 AB Tow Contractor will be responsible for reviewing the daily report, provided by Tow Desk each morning except Sunday, showing all vehicle releases of the previous day. AB Tow Contractor will immediately notify Tow Desk of any discrepancies found in the daily report of vehicle releases.

3.5.28 **Processing unredeemed vehicles.**

3.5.29 All unclaimed or unredeemed vehicles will be appraised in accordance with the requirements of ORS 819.210, et. seq. by a certified vehicle appraiser, as defined by ORS 819.230.

3.5.30 Unredeemed abandoned vehicles towed at the request of the City of Portland AAP will be processed as described in Exhibit 2.

3.5.31 Unredeemed abandoned vehicles towed at the request of the Agencies other than the City of Portland will be processed as follows:

3.5.32 **Lien Processing.**

3.5.32.1 The AB Tow Contractor will obtain a possessory lien for disposal by public auction on all unredeemed vehicles valued over $1,000.00.

3.5.32.2 AB Tow Contractor will advise the Tow Board of its current lien procedures and whether it is using a lien service. AB Tow Contractor will provide to the Tow Board a copy of the current lien notification letter to be used for vehicles towed under this AB Tow Contract and a description of the timing and steps taken to assert and foreclose a possessory lien.

3.5.32.3 AB Tow Contractor will adhere strictly to the statutory requirements set forth in the Oregon Revised Statutes for lien foreclosure, disposition of vehicle contents, and collections.

3.5.32.4 At the expiration of the redemption period as prescribed by State law, AB Tow Contractor may assert or process any valid liens on all unclaimed or unredeemed vehicles. AB Tow Contractor will assert or process such liens on all unclaimed or

unredeemed vehicles within ninety (90) days of the first opportunity to do so.

3.5.33 **Inspection and Retention of Records.**

3.5.33.1 The AB Tow Contractor will retain all records, including but not limited to tow request sheets, towed vehicle reports, tow invoice copies, police releases, lien records (lien letter, proof of certified mailing and DMV printout), vehicle appraisals, Tow Sales Invoices, vehicle release records, and inventory and condition reports for inspection, audit and copying for six (6) years from the date of termination of this AB Tow Contract.

3.5.33.2 Within 24 hours of the Tow Board's request, AB Tow Contractor will make available any records regarding its work under this AB Tow Contract for inspection, audit or copying by the Tow Board, or its authorized representative.

3.5.33.3 AB Tow Contractor will retain all equipment and facilities inspection records for the term of this Tow Contract.

3.5.33.4 When the Tow Board requests information regarding any tow performed under this AB Tow Contract, the AB Tow Contractor will provide complete and accurate information within 24 hours of the Tow Board's request.

3.5.34 **Staffing Requirements**

3.5.35 AB Tow Contractor will maintain the following personnel at all times during the term of this AB Tow Contract:

3.5.35.1 An attendant will be on duty at the AB Tow Contractor's primary storage facility during regular business hours, except Agency holidays and after 1200 (noon) on New Year's Eve and Christmas Eve. On duty will mean present and available by telephone at the primary storage facility.

3.5.35.2 AB Tow Contractor will retain and register with the Tow Board five (5) qualified drivers on staff, with 4 available at all times.

3.5.35.3 All persons driving tow trucks in the process of transporting property owned by others are required to maintain a valid driver's license as required by the State of Oregon, or their state of residence, for any given class of vehicle. The Tow Board reserves the right to request proof of proper license at any time.

3.5.35.4 AB Tow Contractor will have a dispatcher on duty at the AB Tow Contractor's dispatching facility during regular business hours, except Agency holidays and after 1200 (noon) on New Year's Eve and Christmas Eve. At all other times, the AB Tow Contractor will have a dispatcher on duty, either at the AB Tow Contractor's dispatching facility or at another location specified in the Statement of Qualifications as "Dispatcher's address."

3.5.36 **Contract Certification**

3.5.36.1 All AB Tow Contractor personnel performing the duties of this AB Tow Contract

will, within six (6) months of employment, provide proof of completion of the Tow Contract Workshop.

3.5.37 **Driver Certification**

3.5.37.1 All tow truck drivers will, within six (6) months of employment, provide proof of completion of the "Coaching for One-Tow Truck Operator" course or obtain a waiver of this requirement by submitting a copy of the waiver request form (Attachment 4).

3.5.38 **Equipment**

3.5.38.1 AB Tow Contractor will maintain and have available the following equipment at all times during the term of this Tow Contract:

3.5.38.1.1 Adequate equipment to safely and tow or transport motorcycles.

3.5.38.1.2 AB Tow Contractor will have at least four (4) trucks available at all times.

3.5.38.1.3 At any time, at least two (2) of the required number of trucks available will be exclusively dedicated to performance of this AB Tow Contract.

3.5.38.1.4 At least two of the required number of trucks available will be of the wheel-lift type.

3.5.38.1.5 At least one of the required number of trucks available will be of the rollbed type.

3.5.38.1.6 At least one of the required number of trucks available will be equipped with 4-wheel drive capability. This capability may be obtained by subcontracting.

3.5.38.2 **Tow Truck Classifications**

3.5.38.2.1 Each Class A tow truck will have, as a minimum, the following specifications:

3.5.38.2.1.1 At least ten thousand (10,000) pounds manufacturer's gross vehicle weight rating (GVWR).

3.5.38.2.1.2 Capable of towing and recovery operations for passenger cars, pickup trucks up to ¾ ton size, unloaded, small trailers or equivalent vehicles weighing less than 10,000 pounds.

3.5.38.2.1.3 Class A trucks may be wheel-lift, eagle-claw, rollbed or sling trucks.

3.5.38.3 Each Class B tow truck will have, as a minimum, the following specifications:

3.5.38.3.1 At least nineteen thousand (19,000) pounds GVWR.

3.5.38.3.2 Capable of towing and recovery operations for medium sized trucks, trailers, motor homes or equivalent vehicles in excess of 10,000 pounds, but less than 20,000 pounds.

3.5.38.3.3 A minimum hoist rating of ten (10) tons.

3.5.38.3.4 Class B trucks may be either wheel-lift or under lift trucks.

3.5.38.4 Each Class C tow truck will have, as a minimum, the following specifications:

3.5.38.4.1 At least forty-four thousand (44,000) pounds GVWR.

3.5.38.4.2 Capable of towing and recovery operations for large trucks, trailers, motor homes or equivalent vehicles weighing more than 20,000 pounds.

3.5.38.4.3 A twenty-five (25) ton minimum hoist rating.

3.5.38.4.4 A tandem rear axle truck chassis (three-axle truck).

3.5.38.4.5 For each Class C tow truck, Tow Contractor will show evidence of having passed an annual safety inspection by the Oregon State Police, Oregon Department of Transportation or other equivalent organization.

3.5.38.4.6 For each Class C tow truck, AB Contractor will demonstrate compliance with Federal Motor Carrier Safety Regulations, including:

3.5.38.4.6.1 General Driver Qualifications (391.11)

3.5.38.4.6.2 Physical Qualifications for Drivers (391.41)

3.5.38.4.6.3 Equipment Inspection and use Pre-trip by driver (392.7)

3.5.38.4.6.4 Inspection, Repair and Maintenance in its entirety. (396)

3.5.38.4.7 For each Class C tow truck, AB Contractor will demonstrate compliance with Oregon Revised Statutes (ORS), including:

3.5.38.4.7.1 Class of Licenses (807.031)

3.5.38.4.7.2 Kinds of Endorsements (807.035)

3.5.38.4.7.3 Driving While Suspended (811.175)

3.5.38.4.7.4 Criminal Driving While Suspended (811.182)

3.5.38.4.8 For each Class C tow truck, AB Contractor will demonstrate compliance with all Oregon Department of Transportation Motor Carrier Enforcement Division permit requirements and attachments, including:

3.5.38.4.8.1 Division 75, Mobile/Modular Homes and movement of such,

3.5.38.4.8.2 Division 76, Tow permits for Class B and Class C wreckers,

3.5.38.4.8.3 Division 82, heavy Haul for Landoll Requests or Equipment.

3.5.38.4.9 All tow trucks used for towing services under this AB Tow Contract will be

registered with and approved by the Tow Board prior to their use on AB Tow Contract tows. No tow truck will be approved unless such truck meets the equipment standards set forth above and, in addition, is owned by or is under the exclusive control of AB Tow Contractor by means of a lease or other documented rental agreement.

3.5.38.4.10 Tow trucks used for towing services under this AB Tow Contract will be not more than eight (8) years old for Class A, ten (10) years old for Class B or twenty (20) years old for Class C, unless a waiver is approved by the Tow Board.

3.6 **Vehicle Equipment**

3.6.1 All tow trucks will be equipped as follows at all times when operating under this AB Tow Contract:

3.6.1.1 Permanent labeling on each side door of the vehicle with the AB Tow Contractor’s name, City, State, and equipment identification. AB Tow Contractor’s name will be the most prominent marking on the vehicle, in letters not less than three (3) inches high. City and State will be in letters not less than one (1) inch high. Equipment identification will be in characters not less than two (2) inches high.

3.6.1.2 A four-way emergency flashing system and at least one flashing amber light (or other color permitted by State law) at least five (5) inches in diameter, mounted high on the tow truck.

3.6.1.3 A light mounted behind the cab of the tow truck which is capable of illuminating the area of the tow scene under dark or foggy conditions.

3.6.1.4 Portable auxiliary brake lights, emergency flasher, turn signal, and taillight with protective pads/covers on the bottom, for use on towed vehicles.

3.6.1.5 A fire extinguisher with an Underwriter's Laboratory rating of at least 5B:C. Class B and C trucks will carry fire extinguishers with a cumulative UL rating of at least 10B:C.

3.6.1.6 A broom, shovel, container for debris, ten (10) pounds of grease and fluid absorbent material, and any other equipment necessary to clean up spills associated with the abandoned vehicle.

3.6.1.7 Tires, adequate in size and rating for the size and weight of the tow truck, with not less than 3/32nds inch of tread and mounted on rims secured with the manufacturer's recommended number of lug nuts.

3.6.1.8 Two-way radio equipment capable of communicating with the AB Tow Contractor's dispatcher. Such radio equipment must be approved and licensed in accordance with federal law.

3.6.1.9 Tire chains of the appropriate size and type to allow the tow truck to operate in snow or icy conditions.

3.6.1.10 Any other equipment required by state law.

3.6.2 All Class "A" vehicles will be equipped as set forth above and, in addition, will be equipped as follows:

3.6.2.1 At least 100 feet of wire rope with a safe working limit of at least 3,500 lbs. as established by the American Society of Mechanical Engineers.

3.6.2.2 A dolly or other device for towing vehicles where the use of such device is necessary to avoid damage to the vehicle.

3.6.2.3 Dual tires on the rear axle or duplex type tires, also referred to as super single, with a load rating that is comparable to dual tire rating.

3.6.2.4 Six ton boom rating dual or single boom with dual or single winches to control a minimum of one service cable.

3.6.2.5 An assortment of trailer ball hitches to fit most types of trailer.

3.6.2.6 Rollbeds will be considered Class A vehicles, regardless of GVWR and will be equipped as a Class A truck with the following exceptions:

3.6.2.6.1 Rollbeds will have at least 35 feet of wire rope.

3.6.2.6.2 Rollbeds will not be required to carry dollies.

3.6.2.6.3 Rollbeds may be approved for transport of more than one vehicle if equipped with a wheel-lift and portable auxiliary brake lights, emergency flasher, turn signal, and tail light with protective pads/covers on the bottom, for use on towed vehicles.

3.6.3 All Class "B" vehicles will be equipped as set forth above, and, in addition, will have:

3.6.3.1 A minimum of 100 feet of wire rope at least seven-sixteenths (7/16) inch in diameter.

3.6.3.2 Appropriate tools and equipment for removing a driveline.

3.6.4 All Class "C" vehicles will be equipped as set forth above, and, in addition, will be equipped as follows:

3.6.4.1 A minimum of 150 feet of wire rope, at least five-eighths (5/8) inch diameter.

3.6.4.2 Air brakes and an air system capable of supplying air to the towed vehicle.

3.6.4.3 Appropriate tools and equipment for removing a driveline.

3.6.5 All tow trucks used for towing services under this AB Tow Contract must be registered with and approved by the Tow Board prior to their use on AB Tow Contract tows. No tow truck will be approved unless such truck meets the

equipment standards set forth above and, in addition, is owned by or is under the exclusive control of AB Tow Contractor by means of a lease or other documented rental agreement.

3.6.6 Tow trucks used for towing services under this AB Tow Contract will be not more than eight (8) years old for Class A, ten (10) years old for Class B or twenty (20) years old for Class C, unless a waiver is approved by the Tow Board.

3.6.6.1 A waiver of the age limitation for tow trucks may be obtained by submission to, and approval by, the Tow Board of maintenance records for two years immediately preceding the application for inclusion on the AB Tow Contract.

3.6.7 All tow trucks used in performance of this AB Tow Contract will be maintained at a level of general condition which includes:

3.6.7.1 Cab interior free of dirt and grease

3.6.7.2 Complete instrumentation

3.6.7.3 Complete interior panels

3.6.7.4 Exterior paint intact

3.7 **Storage Facilities**

3.7.1 AB Tow Contractor will not use any storage facilities until inspected and approved by the Tow Board, or its designee, for storing vehicles towed under this AB Tow Contract.

3.7.2 The AB Tow Contractor’s storage facility (ies) will be located within the boundaries of Multnomah County.

3.7.3 The AB Tow Contractor’s storage facility will comply with City/County zoning requirements.

3.7.4 All storage areas will be under AB Tow Contractor's exclusive control and will, at all times, be maintained free of debris, refuse, animal waste, standing water and oil.

3.7.5 **Vehicle Storage**

3.7.5.1 The minimum storage requirement may be met by combining primary and secondary storage capacities. The primary storage location will have not less than 10,000-sq. ft. of vehicle storage capacity, not including office facilities or Police Hold.

3.7.5.2 AB Tow Contractor will have a minimum total storage capacity, not including Police Hold storage, of at least two (2)acres.

3.7.5.3 If the AB Tow Contractor is also under contract with the City under terms of the current Contract for Vehicle Towing and Storage, the contractor must have

enough secure storage to satisfy the aggregate requirements of both contracts.

3.7.5.4 AB Tow Contractor's storage facility will at all times maintain the following standards:

3.7.5.4.1 Completely enclosed by a fence, or other secure enclosure, at least six feet tall topped with not less than three strands of taut, barbed wire,

3.7.5.4.2 Fence will be free of holes or weak spots which could allow unauthorized entry.

3.7.5.4.3 All gates, doors and other openings into storage facilities will be equipped with locks to secure against unauthorized entry.

3.7.5.4.4 Have a structure or enclosure designed, constructed, furnished and maintained so as to create physical deterrence to unauthorized entry or unauthorized removal of stored vehicles or their contents, giving special consideration to the security of high value property and vehicles.

3.7.5.4.5 Marked with a sign, at or near the entrance to the storage facility, that is:

3.7.5.4.5.1 Clearly visible from the public right-of-way,

3.7.5.4.5.2 With letters not less than 2 inches high, stating:

3.7.5.4.5.3 AB Tow Contractor's name,

3.7.5.4.5.4 AB Tow Contractor's telephone numbers for information during regular business hours and after hours,

3.7.5.4.5.5 AB Tow Contractor's regular business hours,

3.7.5.4.5.6 That a service charge (gate fee) may be levied for release of vehicles or their contents after regular business hours, and

3.7.5.4.5.7 The amount of the gate fee.

3.7.5.5 **Police Hold Storage**

3.7.5.5.1 AB Tow Contractor will have an indoor Police Hold storage facility sufficiently deep and wide to allow full access to all sides of a vehicle, with its doors wide open, during its investigation by Agency personnel.

3.7.5.5.2 The police hold storage facility will be located at the primary storage location of the AB Tow Contractor, unless another location is approved by the Tow Board.

3.7.5.5.3 Police Hold storage facilities must be:

3.7.5.5.3.1 Floored with pavement, concrete or sealed decking;

3.7.5.5.3.2 Fully secured from weather and unauthorized entry;

3.7.5.5.3.3 Clearly marked as prohibiting unauthorized entry;

3.7.5.5.3.4 Free of dirt, dust, oil spills, animal waste, and loose items such as auto parts;

3.7.5.5.3.5 Protected from contamination by foreign substances

3.7.5.5.3.6 Fitted with a 110-volt grounded outlet and sufficient lighting to illuminate the working area;

3.7.5.5.3.7 Equipped with a clean writing surface.

3.7.6 **Office/Dispatching Facilities**

3.7.6.1 AB Tow Contractor must have a dispatching facility with radio equipment capable of two-way radio communication with AB Tow Contractor's tow trucks at all times.

3.7.6.2 AB Tow Contractor must have at least one telephone and two telephone lines for receiving tow requests.

3.7.6.3 At least one telephone number will be answerable at the primary storage facility during all regular business hours.

3.7.6.4 AB Tow Contractor's dispatching facility may be located in two or more different locations provided:

3.7.6.4.1 Each location is equipped with radio equipment capable of two-way radio communication with AB Tow Contractor's tow trucks, and,

3.7.6.4.2 Each location is equipped with at least one telephone and two telephone lines, and,

3.7.6.4.3 At least one such location has a dispatcher on duty at all times, and,

3.7.6.4.4 The Agencies and/or Tow Desk can reach AB Tow Contractor's dispatcher by telephone at all locations by dialing one of not more than two telephone numbers.

3.7.6.5 AB Tow Contractor will have a facsimile machine installed on a telephone line dedicated exclusively to the fax. The fax machine will be fully supplied and ready to receive and transmit at all times. Facsimile machines will be set to provide the sender’s identification.

3.7.6.6 AB Tow Contractor will have e-mail capability at the primary office/dispatch location.

3.7.6.7 AB Tow Contractor’s storage facilities will have a customer reception area which includes:

3.7.6.7.1 A clearly marked entry that is clean, well lit and free of debris.

3.7.6.7.2 A clean, well-lit counter space for writing.

3.7.6.7.3 Seating for at least one person while waiting to be served.

3.8 **Monthly Reports**

3.8.1 By the tenth day of each month, AB Tow Contractor will register with the Tow Board a list of all owners, part-owners, partners, business associates, principal parties, officers, directors, agents, employees or any other persons associated with the AB Tow Contractor's performance of the Tow Contract. This registration will contain the full names, dates of birth, driver's license numbers, social security number, driver and/or AB Tow Contract certification dates and include legible copies of those person's driver's licenses. An asterisk (*) will denote additions or deletions from the previous month's list.

3.8.2 By the tenth day of each month, AB Tow Contractor will register with the Tow Board a list of all tow trucks and other towing equipment to be used in performance of this AB Tow Contract. The registration will contain the license number, VIN, vehicle make and year, equipment identification, district number, equipment type and inspection date of each piece of equipment to be used in performance of this AB Tow Contract. An asterisk (*) will denote additions or deletions from the previous month's list.

3.8.3 The Tow Board, in its discretion, may require AB Tow Contractor to provide an updated list in addition to the monthly reports.

3.8.4 AB Tow Contractor will inform the Tow Board by the tenth day of the following month, of any vehicle accident involving a towing vehicle operated by the AB Tow Contractor, or the AB Tow Contractor's employees or agents, which is required by State law to be reported to the State. The Tow Board may consider the accident, and the surrounding circumstances, in reviewing future applications for an AB Tow Contract, or in determining appropriate sanctions or remedies under the AB Tow Contract, and may reject future applications based on accident history.

3.8.5 AB Tow Contractor will inform the Tow Board within twenty-four (24) hours of the arrest, charge, conviction or sentencing of any owner, part-owner, partner, business associate, principal party, officer, director, agent, employee or any other person associated with the AB Tow Contractor's performance of this AB Tow Contract for any criminal offenses involving theft, robbery, burglary, assault, drugs, prostitution, weapons, fraud, trafficking in stolen goods or any traffic crime, including but not limited to: driving under the influence of intoxicants, reckless driving, attempt to elude a police officer, leaving the scene of an injury accident or hit and run or any other offense related to the protection of the public interest.

3.8.6 The Tow Board may consider the arrest, charge, conviction or sentencing of any owner, part-owner, partner, business associate, principal party, officer, director, agent, employee or any other person associated with the AB Tow Contractor's performance of this AB Tow Contract in determining appropriate sanctions or remedies under the AB Tow Contract, and may reject future applications for an AB Tow Contract based on criminal history.

3.8.7 AB Tow Contractor will require all persons involved in the performance of this AB Tow Contract on behalf of AB Tow Contractor to execute a confidentiality agreement before commencing any work under this AB Tow Contract. The AB Tow Contractor will provide a signed Confidentiality Agreement form (Attachment 5) for each person performing under the AB Tow Contract within one month of the date the person begins such performance.

3.9 **Prohibitions**

3.9.1 AB Tow Contractor will not interfere with or injure the Tow Contract rights of any other Tow Contractor.

3.9.2 AB Tow Contractor will not cause damage to the persons or property of others while performing under the AB Tow Contract.

3.9.3 AB Tow Contractor will not make any false statements of material fact, or omit disclosure of material fact in performance of this AB Tow Contract.

3.9.4 AB Tow Contractor will not subcontract its work under this AB Tow Contract, in whole or in part, without the prior written approval of the Tow Board.

3.9.5 AB Tow Contractor will not assign this AB Tow Contract, in whole or in part, or any right or obligation of this AB Tow Contract, without the prior written approval of the Tow Board.

3.9.6 AB Tow Contractor and AB Tow Contractor's employees will not carry firearms during performance of this Tow Contract, unless:

3.9.6.1 Such firearm is secured in a locked storage space, such as a glovebox or gun safe, or;

3.9.6.2 The weapon is equipped with a trigger lock device and routinely kept locked.

3.9.7 AB Tow Contractor will not require performance of repair work on a vehicle in connection with providing towing service for such vehicle.

3.9.8 AB Tow Contractor will not make any repairs or alterations to a vehicle without first being authorized by the owner, an authorized insurance company, or other authorized agent of the vehicle owner. AB Tow Contractor may make emergency alterations when necessary to permit the safe towing of a vehicle.

3.9.9 AB Tow Contractor will not tow any vehicle which is occupied by any person, except as specifically directed by a police officer.

3.9.10 AB Tow Contractor will not charge for services not performed or make duplicate charges for the same service or charge any fee in excess of those permitted under the AB Tow Contract.

3.9.11 AB Tow Contractor will not use profane or obscene language which offends a customer or any other person.

3.9.12 AB Tow Contractor will not be verbally or physically offensive, abusive, disrespectful or discourteous to any customer, motorist, Agency employee or any other person.

3.9.13 AB Tow Contractor will not remove any parts, property or personal effects or any other thing from a vehicle, except as specifically permitted in the AB Tow Contract.

3.9.14 AB Tow Contractor will not operate in performance of the AB Tow Contract while consuming alcohol, or while under the influence of alcohol.

3.9.15 AB Tow Contractor will not operate in performance of the AB Tow Contract while 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 operator's ability to safely perform all functions necessary to the fulfillment of the AB Tow Contract.

3.9.16 AB Tow Contractor will not operate any vehicle or other equipment in performance of the AB Tow Contract in a careless, reckless, or negligent manner.

3.9.17 AB Tow Contractor will not operate a towing vehicle in the commission of a crime.

3.9.18 AB Tow Contractor will not refuse to issue a clearly legible receipt, if necessary in addition to the standard tow bill, to any owner/owner’s agent who requests a detailed listing of all charges.

3.9.19 AB Tow Contractor will not require any vehicle owner/owner’s agent to make any statement or sign any document relieving the AB Tow Contractor from responsibility for the condition of the vehicle or its personal effects prior to the owner’s/owner’s agent's inspection of vehicle or personal effects.

3.9.20 AB Tow Contractor will not use information obtained through performance of the AB Tow Contract to interfere with the performance of Agency employees' duties.

3.9.21 Except as directed by a public safety officer, AB Tow Contractor will not operate any vehicle towed under this Tow Contract, except in AB Tow Contractor's storage facility, and then only for the purpose of repositioning the vehicle for storage.

3.10 **Confidentiality and Non-Disclosure**

3.10.1 AB Tow Contractor will treat the information to which it has access under this AB Tow Contract as confidential. AB Tow Contractor will not disseminate any information to anyone except as provided by this Tow Contract.

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

3.11 **Complaint Handling.**

3.11.1 AB Tow Contractor will provide the name, address and telephone number of its insurance agent(s) and the insurance company which issued its policy to any person who requests such information.

3.11.2 AB Tow Contractor will provide to the Towing Coordinator the name and contact telephone number of the person assigned to complaint handling for the AB Tow Contractor.

3.11.3 AB Tow Contractor will adhere to the Complaint Handling Procedures established and approved by the Tow Board for resolution of complaints against the AB Tow Contractor. (Attachment 8)

Section 4 Scope of Agency Duties.

4.1 The Agencies reserve the right at any time in their sole discretion to tow vehicles with their own equipment and personnel.

4.2 Except for the City of Portland AAP and ONI-NI, the Agencies will dispatch AB Tow Contractor for towing, pursuant to the provisions of the Agencies' Agreement for Central Dispatching of Towing Services, hereby incorporated by reference. If the agreement between the Agencies and the Tow Desk terminates during the life of this Tow Contract, the Agencies will ensure that AB Tow Contractor will continue to be dispatched for abandoned vehicle tow requests under procedures hereby established, notwithstanding the termination.

4.2.1 The City of Portland AAP will request AB Tow Contract services as detailed in Exhibit 2.

4.3 The Agencies, acting through the Tow Board will provide an example of the approved Tow Invoice to be used on all AB Tow Contract tows. (Attachment 1)

4.4 **Formal Police Holds**

4.4.1 The Agencies agree to notify the AB Tow Contractor through the Tow Desk when a formal hold is lifted that will cause the dispatch of a re-tow to the AB Tow Contractor's lot.

4.4.2 For a vehicle placed under formal police hold and re-towed to an Agency-designated storage facility, the Agency will pay the AB Tow Contractor for the original tow at the rate set forth in this AB Tow Contract, plus the re-tow.

4.5 The Agencies will pay the AB Tow Contractor within 60 days of an Agency's acceptance of a correct billing submitted by the AB Tow Contractor for a tow performed under this AB Tow Contract.

4.6 The Agencies, acting through the Tow Board, will provide, to the Tow Desk and the AB Tow Contractors, a map of the area served by this AB Tow Contract.

4.7 The Agencies, acting through the Tow Board, will provide AB Tow Contractors' telephone numbers and addresses to Tow Desk.

4.8 No later than the fifth day of each month, the Towing Coordinator as designee of the Tow Board, will send the AB Tow Contractor an invoice (Attachment 6) for City Service Charge fees collected by the AB Tow Contractor for vehicles released in the previous month. Included with the invoice will be two reports for the purpose of reconciling the AB Tow Contractor's records with those of the Tow Desk. Those reports will be 1) a report of all vehicles released in the previous month; and, 2) a report of vehicles towed and not released in the two months prior to the previous month. Anytime this mailing is not sent by the 5th of the month, the AB Tow Contractor's due date for payment of City Service Charges will be adjusted as provided in the mailing.

4.9 No later than the fifth day of each month, the Towing Coordinator as designee of the Tow Board, will send each AB Tow Contractor report forms on which to report changes in staff and equipment as well as accidents, arrests, charges or convictions which took place in the previous month. Anytime this mailing is not sent by the 5th of the month, the AB Tow Contractor's due date for submission will be adjusted as provided in the mailing.

4.10 The Towing Coordinator as designee of the Tow Board, will distribute the minutes of the monthly Tow Board meetings and a proposed agenda for the next month's meeting.

4.11 In the event of a rate change, the Towing Coordinator as designee of the Tow Board, will notify all Agencies, AB Tow Contractors and the Tow Desk.

Section 5. Compensation.

5.1 **General Compensation**

5.1.1 The AB Tow Contractor will compensate the City of Portland for each vehicle towed at the request of the AAP and ONI-NI as detailed in Exhibit 2.

5.1.2 Class A or B combination vehicles, such as a vehicle pulling a trailer, will be towed separately by two tow trucks r and assessed two tow fees, two dispatch fees and two city service fees.

5.1.3 In the event that circumstances require AB Tow Contractor to use specialized equipment not addressed by this AB Tow Contract in the performance of an AB Tow Contract tow or recovery, AB Tow Contractor may charge a reasonable additional amount, consistent with industry rates and standards for such equipment. The Towing Coordinator may require documentation of the necessity for such equipment and rate verification.

5.1.4 Nothing contained in this AB Tow Contract will be construed as requiring the AB Tow Contractor to charge any rate in violation of State or Federal law regulating the transportation of vehicles. On all tows resulting from requests received by the AB Tow Contractor pursuant to this Tow Contract AB Tow Contractor will charge at a rate not to exceed the rates established in this Contract.

5.1.5 If, within a sixty day period, the average retail per gallon cost of fuel as quoted

by the American Automobile Association (AAA) increases by 25% or more, the Board in its sole discretion may allow the AB Tow Contractor to assess a temporary surcharge in addition to other fees for towing and storage to defray these costs. Such surcharge amount will be determined by the Board. The Board will reevaluate the necessity of such a surcharge at each Tow Board meeting until the emergency period has passed, or until per gallon costs have decreased 20% from the peak rate.

5.1.6 If the total towing fee is an uneven sum the AB Tow Contractor is authorized to charge an amount necessary to bring the total tow charge up to the nearest even dollar amount.

5.1.7 All fees related to vehicle towing and storage as established by this AB Tow Contract will be equivalent to those established by the City of Portland Contract for Vehicle Towing and Storage. Fee changes approved by the Tow Board for tows performed under the Tow Contract will also be applicable to the AB Tow Contract.

5.1.8 AB Tow Contractor will release a vehicle without payment of the tow charge if the AB Tow Contractor is specifically directed to do so by a police officer or other Agency personnel.

5.1.8.1 When the AB Tow Contractor is directed by a police officer or other Agency personnel to release a vehicle without payment of the tow charge, the Agency will assume and pay the charges to which the AB Tow Contractor is entitled.

5.2 **Compensation to Tow Desk**

5.2.1 For each abandoned vehicle dispatched by or requested through the Tow Desk, AB Tow Contractor will pay the Tow Desk at the rate established by the Tow Board within ten (10) days of billing by Tow Desk. Failure to pay on time may result in additional assessment of interest on the balance due and/or remedies as provided in Section 7 of this Contract.

5.2.2 AB Tow Contractor will pay a dispatch fee for a re-tow as established by the Tow Board in the Agreement for Central Dispatching of Towing Services.

5.2.3 The requesting Agency will pay dispatch fees on all tows for which the Agency is financially responsible.

5.3 **City Service Charge**

5.3.1 A City of Portland Service Charge, in the amount of ten dollars ($10.00) as established by the Tow Board, will be added to the charges for any abandoned vehicle which is redeemed by the owner/owner's agent, regardless of which Agency requested the tow.

5.3.2 The City Service Charge will not apply to tow charges paid by an Agency.

5.3.3 AB Tow Contractor will pay to the City of Portland the amount of the City Service Charge collected by the AB Tow Contractor for all vehicles redeemed.

5.3.4 AB Tow Contractor will pay the sum of City Service Charges collected in the previous month, on or before the tenth day of the month following the month in which the vehicle was redeemed. Such fees will be mailed or delivered to: Towing Coordinator, 111 SW Columbia Street, Room 600, Portland OR 97201.

5.3.5 In the event a towed vehicle will have been redeemed and the AB Tow Contractor fails or neglects to collect the City Service Charge from the person redeeming the vehicle, AB Tow Contractor will remain liable for the payment of such fee to the City of Portland.

5.4 **Rates for Towing**

5.4.1 The schedule of rates for all services under this AB Tow Contract will be as follows, subject to the exceptions set out in this AB Tow Contract.

5.4.2 **Rates for Agency-paid abandoned auto tow requests:**

5.4.2.1 Except as set forth in this section of this AB Tow Contract, the Agencies will not be responsible for the payment of any towing or storage charges.

5.4.2.2 Any tow for which an Agency accepts financial responsibility and Police Re-tows will be assessed at the following rates:

5.4.2.2.1 Class "A": Towing of a passenger vehicle or truck or van, up to a 3/4-ton size, unloaded. Includes dolly use, drive line pull, motorcycle carrying device, or other towing devices. This fee includes the first 1/2-hour of standby and/or recovery time. Tows during regular business hours:

5.4.2.2.1.1 Police re-tows ..... $46.00.

5.4.2.2.1.2 All Agency-paid class "A" tows at times other than during regular business hours, excluding holidays ..... $58.00.

5.4.2.2.1.3 Class "B": If vehicle to be towed exceeds 10,000 GVW and requires a "B" class tow truck, the rate ..... $120.00 base, plus $14.00/quarter hour on scene

Billable time is the time elapsed between 10-97 (arrival on scene) and T-6 (departure from scene) as reported to Tow Desk.

5.4.2.2.1.4 Class "C": If vehicle to be towed exceeds 20,000 GVW and requires a "C" class tow truck, the rate will be .....$168.00 base, plus $21.00/quarter-hour on scene

Billable time is the time elapsed between 10-97 (arrival on scene) and T-6 (departure from scene) as reported to Tow Desk.

5.4.2.2.1.3 Mileage for Agency-paid tows requiring greater than eight (8) towed miles of travel, per towed mile:

5.4.2.2.1.3.1 Class A..... $3.50

5.4.2.2.1.3.2 Class B $3.75

5.4.2.2.1.3.3 Class C $4.00

5.4.3 **Rates for citizen-paid Abandoned Auto Tows:**

5.4.3.1 Class "A": Towing of a passenger vehicle or truck or van, up to 3/4-ton size, unloaded. Includes dolly use, drive line pull, motorcycle carrying device, trailer ball hitch or other towing devices. This fee, including the first 1/2 hour of standby and/or recovery..... $103.00

5.4.3.2 Class "B": If vehicle to be towed exceeds 10,000 GVW and requires a "B" class tow truck, the rate ..... $148.00 base, plus $23.00/quarter hour on scene

Billable time is the time elapsed between 10-97 (arrival on scene) and T-6 (departure from scene) as reported to Tow Desk.

5.4.3.4 Class "C": If vehicle to be towed exceeds 20,000 GVW and requires a "C" class tow truck, the rate will be .....$236.00 base, plus $35.00/quarter-hour on scene

Billable time is the time elapsed between 10-97 (arrival on scene) and T-6 (departure from scene) as reported to Tow Desk.

5.4.4 **General Towing Fees:**

5.4.4.1 **Special Equipment Requests**.

5.4.4.1.1 AB tows requiring rollbed equipment will be assessed at the Class A rates for Agency-paid and citizen-paid tows.

5.4.4.1.2 AB tows requiring four-wheel drive equipment will be assessed at the Class A rates for Agency-paid and citizen-paid tows.

5.4.4.1.3 AB tows requiring a motorcycle trailer will be assessed at the Class A rates for Agency-paid and citizen-paid tows.

5.4.4.1.4 Standby or recovery time: Extra charge per 1/4 hour or part thereof, after first 1/2 hour at the tow scene:

5.4.4.1.5 Time begins when the tow truck arrives at the tow scene and ends when tow is fully hooked up. Beginning and the ending times must be written on the receipt ..... $17.00.

5.4.4.1.6 Mileage for citizen-paid tows requiring greater than eight (8) towed miles of travel, per-towed mile:

5.4.4.1.6.1 Class A $4.00

5.4.4.1.6.2 Class B $4.50

5.4.4.1.6.3 Class C (for all towed miles) $5.75

5.4.5 Assessment for extra person .....$40.00/hour on scene

5.4.6 Assessment for extra truck (includes one extra man):

5.4.6.1 Class A.....$46.00 for first ½ hr, plus $17.00 per ¼ hour thereafter, on scene;

5.4.6.2 Agency Class B..... $92.00 per hour on scene;

5.4.6.3 Non-Agency Class B .....$107.00 per hour on scene;

5.4.6.4 Agency Class C.....$127.00 per hour on scene;

5.4.6.5 Non-Agency Class C .....$178.00 per hour on scene.

5.4.4.1.7 AB Tow Contractor may be required to provide documentation of necessity to support an assessment for an extra person if requested by the Towing Coordinator.

5.4.4.2 **Gate Fee.**

5.4.4.2.1 AB Tow Contractor may assess an after-hours fee (Gate Fee), at the rate set forth below for providing services during hours other than regular business hours ..... $ 25.00.

5.4.4.2.2 Time and date of any after-hours access must be noted on the tow receipt to verify assessment of a gate fee.

5.4.4.2.3 AB Tow Contractor may assess a Gate Fee on official Agency holidays. However, the Gate Fee is not allowed:

5.4.4.2.3.1 On December 24 (Christmas Eve) and December 31 (New Year's Eve) between the hours of 1200 noon and 1800.

5.4.4.3 **Lien Filing Fee**. After a vehicle has been in storage for 7 days, the AB Tow Contractor may recoup lien-filing expenses actually incurred, up to a maximum of $40.00.

5.4.4.3.1 AB Tow Contractor will provide documentation in the form of receipts or lien service billing upon request from the vehicle owner/owner's agent or the Towing Coordinator.

5.5 **Storage Rates**

5.5.1 **Four Hour Grace Period**

5.5.1.1 If a towed vehicle is redeemed within the four hours immediately following the completion of the tow, no storage fee will be assessed. The four-hour storage grace period will begin at the time the completion of the tow is reported. After the grace period has expired, storage is calculated from the time when the tow

was reported as complete.

5.5.2 **Agency-paid Storage Rates**

5.5.2.1 In any case, no more than 60 days of storage will be charged to an Agency.

5.5.2.2 Vehicles up to twenty (20) feet in length comprise one (1) storage unit. For all vehicles up to 20 feet in length for which an Agency pays storage charges:

5.5.2.2.1 First four hours after the completion of the tow there will be no charge.

5.5.2.2.2 Following 20 hours or any part thereof ..... $13.00 per day.

5.5.2.2.3 Thereafter, per additional 24 hours or any part thereof ..... $13.00 per day.

5.5.2.2.4 Vehicles occupying more than one storage unit:

5.5.2.2.5 21 feet to 40 feet long ..... $21.00 per day

5.5.2.2.6 Vehicles over 40 feet in length ..... $24.00 per day

5.5.2.3 AB Tow Contractor will document the actual size of any vehicle for which more than one storage unit fee per day is assessed to an Agency.

5.5.3 **Storage rates for Non-Agency paid tows**

5.5.3.1 In no case will AB Tow Contractor charge for more than 60 days of storage of a vehicle towed under this Tow Contract.

5.5.3.2 The area for which the storage fee is assessed is limited to the actual area that the vehicle and its load (if applicable) cover or project over.

5.5.3.3 For the purpose of determining storage charges, twenty-four (24) hour periods will be used, beginning when the tow is reported complete.

5.5.3.4 Time and date of release will be recorded on the tow invoices of all vehicles released under this AB Tow Contract.

5.5.3.5 Subject to such exceptions as are contained in this Tow Contract, the storage rates for all Non-Agency paid towed vehicles will be as follows:

5.5.3.5.1 Vehicles up to twenty (20) feet in length comprise one (1) unit. For all vehicles up to 20 feet in length for which storage is charged:

5.5.3.5.1.1 First 4 hours after the completion of the tow there will be no charge.

5.5.3.5.1.2 Following 20 hours or any part thereof ..... $21.00 per day.

5.5.3.5.1.3 Thereafter, for each additional 24 hours or any part thereof ... $21.00 per day.

5.5.3.5.1.4 Vehicles occupying more than one storage unit:

5.5.3.5.1.4.1 Vehicles 21 feet to 40 feet long ..... $30.00 per day

5.5.3.5.1.4.2 Vehicles over 40 feet in length ..... $39.00 per day

5.5.3.5.2 AB Tow Contractor will document on the tow invoice the actual size of any vehicle for which more than one storage unit fee per day is assessed.

5.5.4 **Storage Assessment for Police Hold vehicles**

5.5.4.1 For the first 48 hours after the commencement of a temporary or formal hold period, the AB Tow Contractor will not assess the daily storage fee. The storage fee for the final 24 hours of a 72-hour temporary hold will be paid by the requesting Agency at the Agency storage rate.

5.5.4.2 Weekends and holidays are excluded from the computation of the first 48 hours of a police hold. For purposes of this section, weekend means 12:01 am Saturday to 12:01 a.m. Monday.

5.5.4.3 When a temporary or formal hold is lifted or expires, AB Tow Contractor may begin charging storage fees at 10:00 a.m. the following workday.

Section 6. Authority of the Towing Board of Review.

6.1 The Tow Board was established by Chapter 3.98 of the Portland City Code for the purpose of reviewing and regulating the performance of all Tow Contractors performing services for the City and the Tow Desk.

6.2 For the purposes of this Tow Contract, the Tow Board will:

6.2.1 Determine if AB Tow Contractor is in compliance with the AB Tow Contract and hear and investigate complaints regarding the performance of the AB Tow Contractor.

6.2.2 Determine and apply appropriate remedies for violations of the AB Tow Contract.

6.2.3 Establish its own rules and bylaws and provide the procedure for all matters for consideration or action by the Tow Board.

6.2.4 Determine the terms and content of the contracts between the Agencies and the AB Tow Contractor.

6.2.5 Hold public hearings regarding rates and establish the rates for towing and storage of vehicles under this AB Tow Contract.

6.2.6 Establish selection methods and select an eligible AB Tow Contractor for certification by the Agencies and the City Council.

6.2.7 Acting through the Towing Coordinator or other designee, inspect all equipment, facilities and personnel for compliance with this AB Tow Contract.

6.2.8 Acting through the Towing Coordinator or other designee, investigate the

necessity of the use of specialized equipment and the rates charged and take any actions deemed appropriate if it is determined that the use of specialized equipment was unnecessary or the charges are excessive.

6.2.9 From time to time, throughout the term of this AB Tow Contract, the Agencies, acting through the Tow Board, may issue rules and directives not inconsistent with this AB Tow Contract. AB Tow Contractor will be provided copies of such rules and directives. Such rules and directives will become part of and incorporated into this AB Tow Contract and will become effective as provided by the Tow Board.

6.3 **Area of Operation**

6.3.1 The Tow Board will establish the boundaries of the area of operation of the AB Tow Contract and provide a map illustrating those boundaries to the AB Tow Contractor and the Agencies.

6.3.2 The Agencies, acting through the Tow Board, reserve the right, in their sole discretion, to modify dispatching and abandoned vehicle towing procedures at any time.

Section 7. Termination and Remedies.

7.1 **Non –compliance**

7.1.1 Non-compliance with any AB Tow Contract condition or with any rule or directive of the Tow Board is a breach of this Tow Contract. The AB Tow Contractor may be subject to review, suspension, or termination or other remedies provided in this AB Tow Contract for any such breaches.

7.1.2 **Termination**

7.1.2.1 **Termination for convenience.** The Agencies, acting through the Tow Board, and the AB Tow Contractor, by mutual written agreement, may terminate this AB Tow Contract at any time.

7.1.2.2 **Unilateral Termination.** The Agencies, acting through the Tow Board, or any individual Agency, or the AB Tow Contractor on one hundred twenty (120) days written notice to the other party(ies), may terminate participation in this AB Tow Contract for any reason deemed appropriate in its sole discretion.

7.1.2.3 **Termination by an Agency.** Each of the Agencies may unilaterally terminate its participation in this AB Tow Contract, without cause, upon delivery of written notice of termination to the other parties as provided in Section 20 of this Tow Contract.

7.1.2.4 **Termination for Failure to Report Criminal Activity**. The Tow Board may immediately unilaterally terminate this Tow Contract, without prior notice, if the AB Tow Contractor or any of its officers, directors, agents or employees or any other person performing under this AB Tow Contract violates Section 3.8.5 of this Tow Contract.

7.1.2.5 **Termination due to Breach**. Either the Agencies, acting through the Tow Board, or the AB Tow Contractor may terminate this AB Tow Contract in the event of a breach of the AB Tow Contract by the other party or parties. The Agencies, acting through the Tow Board, may also terminate this AB Tow Contract for AB Tow Contractor's failure to comply with any local, state, or federal laws, or rules 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 as provided in Section 20 of this AB Tow Contract and of the party's intent to terminate. 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 AB Tow Contract at any time thereafter by giving a written notice of termination.

7.1.2.6 **Non-Eligibility following Termination.** Following termination for any breach of this AB Tow Contract, the AB Tow Contractor will be ineligible for award of any contract for vehicle towing and storage services with the Agencies for a period of three years from the date of notice of termination by the Towing Board of Review.

7.1.3 **Remedies**

7.1.3.1 AB Tow Contractor agrees that upon notification by the Agencies, acting through the Tow Board, that AB Tow Contractor has breached this AB Tow Contract and failed to cure the breach, the Agencies acting through the Tow Board may terminate this AB Tow Contract or 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:

7.1.3.2 Direct AB Tow Contractor to make restitution or adjustment to any person aggrieved or damaged by AB Tow Contractor's breach; and/or,

7.1.3.3 Direct AB Tow Contractor to make any changes or adjustments in its operating methods, procedures, personnel, facilities, or equipment, reasonably designed to prevent recurrence of the breach; and/or,

7.1.3.4 Suspend this AB Tow Contract for a period up to sixty (60) days, or until such time as the breach is cured; and/or,

7.1.3.5 Assess penalties for breach of the contract.

7.1.3.5.1 The Tow Board may assess financial penalties in the amount of up to $500 per breach. The penalties determined by the Tow Board may be per day, incident or other measure of breach, as may be appropriate under the circumstances.

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

7.1.3.6	The Towing Coordinator, as designee of the Tow Board, is authorized to assess financial penalties for routine or minor breaches of this AB Tow Contract as provided by this section. Assessment of such financial penalties is 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.	
7.1.3.6.1	**Schedule of financial penalties**	
7.1.3.6.2	Improperly equipped truck per incident.	$25 per missing item per truck,
7.1.3.6.3	Insufficient staffing or trucks available without prior arrangement with the Towing Coordinator.	$50 per occurrence
7.1.3.6.4	Late Response or Failure to perform .	$ 100.00 per occurrence
7.1.3.6.5	Late payment of collected City service fees, Parking Enforcement service fees or Tow Desk fees.	$50.00 per occurrence
7.1.3.6.6	Late Arrival for release of a vehicle	$50.00 per occurrence
7.1.3.6.7	Late report of information to Tow Desk.	$50 per occurrence
7.1.3.6.8	Failure to use back-up alarm when backing a tow truck at a tow scene.	$50.00 per occurrence
7.1.3.6.9	Missing or incorrect information on the tow bill:	
7.1.3.6.9.1	Tow Number	$75 per occurrence.
7.1.3.6.9.2	Date of Tow	$15 per occurrence.
7.1.3.6.9.3	Requested by	$15 per occurrence.
7.1.3.6.9.4	Released To Name	$15 per occurrence
7.1.3.6.9.5	Released To Address	$15 per occurrence.
7.1.3.6.9.6	Released To Phone	$15 per occurrence.
7.1.3.6.9.7	Type of tow	$15 per occurrence.
7.1.3.6.9.8	Driver number	$15 per occurrence.
7.1.3.6.9.9	Truck Number	$15 per occurrence.
7.1.3.6.9.10	Hold Information (if applicable)	$25 per occurrence.

7.1.3.6.9.11	Dollies	$15 per occurrence.
7.1.3.6.9.12	Release date	$25 per occurrence.
7.1.3.6.9.13	Release time	$25 per occurrence.
7.1.3.6.9.14	Unitemized billing	$50 per occurrence
7.1.3.6.9.15	Code Hearings phone or address	$75 per occurrence.
7.1.3.6.9.16	Undocumented Standby charge	$25 plus refund of standby fee.
7.1.3.6.9.17	Undocumented extra person or truck	$25 plus refund of extra fee.
7.1.3.6.9.18	Requesting Agency	$25 per occurrence.
7.1.3.6.9.19	Keys	$15 per occurrence.
7.1.3.6.9.20	Driveable	$15 per occurrence.
7.1.3.6.9.21	Vehicle Condition	$25 per occurrence
7.1.3.6.9.22	Vehicle Contents	$25 per occurrence.
7.1.3.6.10	Release of vehicle without Police Release	$75 per occurrence, plus payment of the uncollected release fee to the agency.
7.1.3.6.11	Release of a vehicle with a current temporary or formal hold without Agency permission.	$100.00 per occurrence
7.1.3.6.12	Failure to clean up at tow scene and/or notify the Bureau of Environmental Services (BES) when absorbent material has been applied.	$50 per occurrence
7.1.3.6.13	Police Hold Conditions violation	$100 per occurrence.
7.1.3.6.14	Failure to accept a valid credit or debit card	$25 per occurrence.
7.1.3.6.15	Overcharging	50% of amount of overcharge or $25, whichever is more, plus refund of overrage.
7.1.3.6.16	Late response (waiver request or payment) to penalty assessment	surcharge of 5% of the amount of the penalty
7.1.3.6.17	Failure to notify Tow Desk of an MCSO hold	$100.00 per occurrence

7.1.4 **Returned Checks**

7.1.4.1 When a check presented by a Tow Contractor, for payment of dispatch or Agency fees, is returned unpaid because of insufficient funds, the following remedies may be applied:

7.1.4.1.1 $25.00 penalty for the first and second occurrences;

7.1.4.2 After the second occurrence, for the remainder of the Contract term, the Tow Contractor will be required to make all payments to Agencies or the Dispatch Contractor by money order or cashier's check only.

7.2 **Summary Suspension**

7.2.1 Except as provided in this section, the Agencies, acting through the Tow Board, will notify the AB Tow Contractor of any alleged breach and provide a reasonable opportunity for the AB Tow Contractor to be present and be heard before any determination of violation is made and any action taken by the Tow Board.

7.2.2 The Tow Board may summarily suspend this AB Tow Contract for a period of up to thirty (30) days when there is reason to believe that AB Tow Contractor has breached this AB Tow Contract, or violated the Tow Board's rules and directives, or any City, State or Federal laws and AB Tow Contractor's breach or violation presents a danger of injury or damage to the Agencies or the citizens. The Tow Board may designate officers to exercise this authority. Such suspension will remain in effect only until such time as the Tow Board meets to consider the violation. Grounds for such suspension include, but are not limited to the following:

7.2.2.1 Failure to keep and maintain adequate proof of insurance as required by this Tow Contract.

7.2.2.2 Failure to properly safeguard vehicles or their contents.

7.2.2.3 Failure to disclose any employees, owners or persons associated with the AB Tow Contractor's performance of this Tow Contract so they may be submitted to a DMV and criminal background check.

7.2.2.3.1 Use of substandard, unauthorized or dangerous equipment.

7.2.2.3.2 Failure to maintain any equipment required under this AB Tow Contract.

7.2.2.3.3 Failure to pay collected City Service Charges in a timely fashion.

7.2.2.3.4 Failure to pay Dispatch Contractor timely for dispatch services rendered.

7.2.2.3.5 The commission of any crime by AB Tow Contractor, or any owner, part owner, partner, business associate, principal party, officer, or director.

7.2.3 Because of the need to take prompt action to safeguard the interests of the Agencies and citizens, AB Tow Contractor agrees that neither the Agencies nor any of the Agencies' employees, officers or agents, nor any member of the Tow Board will be liable for any summary suspension or any damages incurred by the AB Tow Contractor as a result thereof.

7.2.4 Neither termination nor suspension of this AB Tow Contract will relieve AB Tow Contractor from the obligations of this AB Tow Contract pertaining to vehicles and their contents under AB Tow Contractor's custody and control at the time the termination or suspension becomes effective. If the Tow Board suspends or terminates this AB Tow Contract, the Tow Board may require AB Tow Contractor, at AB Tow Contractor's cost and expense, to deliver to any designated location any vehicles towed pursuant to this AB Tow Contract and in AB Tow Contractor's custody and control. AB Tow Contractor will forfeit all accrued towing and storage charges against such vehicles. In the event AB Tow Contractor fails to deliver the vehicles, as required, the Agencies and their designated agents and representatives may enter, forcibly or otherwise, and remove such vehicles, and AB Tow Contractor is liable for all costs and expenses incurred in such removal.

7.2.5 This AB Tow Contract may be suspended or terminated for violations of previous tow contracts between the City and the AB Tow Contractor.

Section 8. Vehicle Damage Inspection Panel (VDIP)

AB Tow Contractor, or any person claiming that their vehicle or its personal effects have been damaged while in the possession of the AB Tow Contractor, may request an inspection by the Vehicle Damage Inspection Panel (VDIP). The members of the VDIP panel will be appointed by the Tow Board, acting through the Towing Coordinator. The inspection panel will be comprised of at least one Industry Representative to the Tow Board, plus up to two other experienced members of the towing industry. AB Tow Contractor agrees to comply with the rules, regulations and directives of such panel. AB Tow Contractor further agrees to be bound by and to comply with the decisions of the VDIP panel. Persons claiming vehicle damage may appeal VDIP panel decisions to the Tow Board.

Section 9. Contract Violation Resolution Committee (CVRC)

Complaints regarding alleged AB Tow Contract breaches or violations by the AB Tow Contractor may be heard by a committee consisting of four members of the Tow Board appointed by the Chairperson of the Tow Board or may be heard by the Tow Board as a whole. The members of the committee will include the Chairperson or his/her designee, a citizen representative of the Tow Board, a representative from the affected Agency, and one of the towing industry representatives to the Tow Board. The committee will give the AB Tow Contractor reasonable notice and opportunity to appear for a hearing to discuss the breach(es) or violation(s). The committee has the authority to determine if a AB Tow Contract breach or violation has occurred and to interpret the AB Tow Contract language regarding such alleged breaches or violations. AB Tow Contractor agrees to abide by all the rules, regulations, directives and determinations of the committee. If the AB Tow Contract breach or violation has been considered by the committee, its decisions may be appealed to the Tow Board. However, if appealed, committee findings of fact are final and not subject to review by the Tow Board.

Section 10. Effective and Termination Dates.

10.1 Subject to such exceptions as are contained in this AB Tow Contract, the term of this AB Tow Contract will be from July 1, 2010, or the date of approval by the

City Council whichever is later, through June 30, 2013. The Agencies reserve the right to terminate this AB Tow Contract at any time prior to the completion of the term, according to the terms and conditions herein.

10.2 The effective date of this AB Tow Contract will be from the date the AB Tow Contractor executes the contract and provides the City with proof of insurance, bonds, workers' compensation coverage, business license and meets all other specifications of the AB Tow Contract regarding personnel, facilities and equipment.

10.3 **Extension of the AB Tow Contract**

10.3.1 The Board acting on behalf of the Agencies, reserves the right in its sole discretion, to extend this AB Tow Contract for one year at a time, up to two additional years.

10.3.2 After the expiration of the term of the AB Tow Contract, the Agencies may in their sole discretion extend the AB Tow Contract. The Board will consider all aspects of the performance of the AB Tow Contractor, including the opinions of the Agencies, when determining whether to approve the AB Tow Contractor for each extension.

10.3.3 At the expiration of the last extension year, the AB Tow Contract will continue in effect from month-to-month, unless terminated by either party upon thirty (30) days written notice. No rights of the AB Tow Contractor will extend beyond the term of this Tow Contract, as extended.

Section 11. Compliance with Laws.

11.1 In connection with its activities under this AB Tow Contract, the AB Tow Contractor shall comply with all applicable federal, state and local laws and regulations.

11.2 AB Tow Contractor will be responsible for compliance with all state and federal laws related to hauling on streets and highways, and will obtain any permits required.

11.3 In the event the AB Tow Contractor provides goods or services to the City in the aggregate in excess of $2,500.00 per fiscal year, the AB Tow Contractor 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.

12 Compliance with public contract laws.

12.1 AB Tow Contractor will observe all applicable state and local laws pertaining to public contracts. ORS Chapter 279 requires every public contract to contain certain provisions. Pursuant to ORS Chapter 279, the following provisions will be a part of this contract, as applicable.

12.2 Pursuant to ORS 279.312, the contractor will make payments promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work

provided for in such contract. The contractor will pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract. The contractor will not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. The contractor will pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

12.3 Pursuant to ORS 279.314, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract. The payment of a claim in the manner authorized by ORS 279.314 does not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

12.4 Pursuant to ORS 279.316, no person will be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279.051, the employee will be paid at least time and a half pay for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and for all work performed on Saturday and on any legal holiday specified in ORS 279.334. The contractor will give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. In the case of contracts for personal services as defined in ORS 279.051, an employee will be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime. Persons employed under contracts for services will receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279.334(1)(a)(C)(ii) to (vii) and for all time worked in excess of 10 hours a day or in excess of 40 hours in a week, whichever is greater. The contractor will give notice to employees who work on a contract for services in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

12.5 Pursuant to ORS 279.320(1), in every public contract, the contractor will promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the

purpose of providing or paying for such service. In every public contract, all employers working under the contract are subject employers that will comply with ORS 656.017.

12.6 Pursuant to ORS 279.320(2), as amended effective 5/25/01, "Every public contract also will contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126."

12.7 Pursuant to ORS 279.352(2), a fee is required to be paid to the Commissioner of the Bureau of Labor and Industries as provided in ORS 279.375(1). The fee will be paid to the Commissioner pursuant to the administrative rule of the Commissioner.

12.8 Pursuant to ORS 279.445, in each contract awarded by a public contracting agency, the contractor will include in each subcontract for property or services entered into by the contractor and a subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the contractor to pay the subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the contractor by the public contracting agency under such contract, and an interest penalty clause that obligates the contractor to pay to the subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to ORS 279.445(4)(a), for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made, and computed at the rate specified in ORS 279.435.

12.9 The contractor will include in each of its subcontracts, for the purpose of performance of such contract condition, a provision requiring the subcontractor to include a payment clause and an interest penalty clause conforming to the standards of ORS 279.445(4) in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

12.10 Pursuant to ORS 279, and in accordance with 1999 House Bill 2574, Contractor must demonstrate that an employee drug testing program is in place.

Section 12. Oregon Law and Forum.

12.1 This AB Tow Contract is construed according to the laws of the State of Oregon.

12.2 Any litigation between the Agencies and the AB Tow Contractor, arising under this AB Tow Contract, or out of work performed under this AB Tow 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 13. Indemnification.

AB Tow Contractor 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 AB Tow Contractor's work or any of AB Tow Contractor's subcontractor's, officers', agents', or employees' work or the work of anyone acting on behalf of AB Tow Contractor under this AB Tow Contract.

Section 14. Insurance.

14.1 Liability Insurance. The AB Tow Contractor will maintain public liability and property damage insurance that protects the AB Tow Contractor 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 AB Tow Contractor's work under this Tow Contract, including all operations of subcontractors. Such insurance must provide primary 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 liability policy for not less than $500,000 covering all claims per occurrence. The limits of the insurance are subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of the AB Tow Contract. 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 will apply as to claims between insureds on the policy. The insurance will provide that the insurance will not terminate or be canceled without thirty-(30) days written notice first being given to the Tow Board. If the insurance is canceled or terminated prior to completion of the Contract, the AB Tow Contractor will provide a new policy with the same terms. The AB Tow Contractor agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. The insurance will include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by the AB Tow Contractor.

14.2 Garagekeepers Insurance. AB Tow Contractor must maintain primary fire and theft insurance (garagekeepers insurance) to protect stored vehicles in a minimum amount of $100,000.

14.3 Cargo. AB Tow Contractor must maintain primary cargo insurance in a minimum amount of $50,000.

14.4 In no case will the policy deductible exceed $2,500.00 per event.

14.5 The AB Tow Contractor will provide a certificate of insurance with an additional insured endorsement for all vehicles used in performing services under this AB Tow Contract, for all insurance described in this section.

14.6 Each tow truck used for AB Tow Contract tows must carry an individual insurance identification card identifying the VIN of the truck at all times.

14.7 Worker's Compensation Insurance

14.7.1 The AB Tow Contractor, its subcontractors, if any, and all employers working under this AB Tow 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 AB Tow Contract as Exhibit 1, if applicable, and will be incorporated herein and made a term and part of this AB Tow Contract. The AB Tow Contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Tow Contract.

14.7.2 In the event the AB Tow Contractor's workers' compensation insurance coverage is due to expire during the term of this AB Tow Contract, the AB Tow Contractor 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 AB Tow Contractor agrees to provide the Tow Board such further certification of workers' compensation insurance as renewals of the insurance occur.

14.8 The AB Tow Contractor will maintain on file with the Tow Board a certificate of insurance certifying the coverages required by Section 14. The adequacy of the insurance will be subject to the approval of the City Attorney. Failure to maintain insurance is cause for immediate termination of this AB Tow Contract by the Tow Board and in such circumstances the notice requirements otherwise provided herein do not apply.

Section 15. Performance Bond.

The AB Tow Contractor agrees to furnish the Agencies with a fully executed performance and payment bond in the amount of $25,000. The Bond will be in a form approved by the City Attorney's Office (Attachment 8) and will name as additional obligees each Agency and its officers, agents, employees, Commissioners and Directors.

Section 16. Subcontracting

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

Section 17. Assignment

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

Section 18. Anti-Discrimination

AB Tow Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to

their race, color, religion, sex, or national origin. Such action will include, but not be limited to, employment; upgrading or demotion; transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 19. Independent Contractor Status.

19.1 The AB Tow Contractor is engaged as an independent contractor and will be responsible for any federal, state and local taxes and fees applicable to payments hereunder.

19.2 The AB Tow Contractor and anyone acting on behalf of AB Tow Contractor under this AB Tow Contract, and AB Tow Contractor'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 20. Notice.

Any notice provided for under this AB Tow 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, Bureau of Licenses, 111 SW Columbia Street, room 600, Portland, Oregon 97201. If to the AB Tow Contractor to the address provided on the signature page of this AB Tow Contract.

Section 21. Severability.

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

Section 22. Integration.

This AB Tow Contract contains the entire agreement between the Agencies and the AB Tow Contractor for providing Abandoned Vehicle towing and storage services and supersedes all prior written or oral discussions or agreements.

Section 23. Business License and Multnomah County Business Income Tax.

23.1 The AB Tow Contractor will obtain a City of Portland business license as required by Portland City Code Chapter 7.02 prior to beginning work under this AB Tow Contract. The AB Tow Contractor will provide a business license number in the space provided on the signature page of this AB Tow Contract.

23.2 The AB Tow Contractor will maintain current their Multnomah County Business Income Tax (MCBIT).

Section 24. Commencement of Work.

24.1 The AB Tow Contractor agrees that work being done pursuant to this AB Tow Contract will not begin until after:

24.1.1 Insurance and bonding is obtained, as provided by Sections 14 and 15 of this AB Tow Contract and approved by the City Attorney's office, and,

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

24.1.3 Approved by the City Council, and,

24.1.4 The effective date of this AB Tow Contract as provided by Section 10 of this AB Tow Contract.

Section 25. Amendments.

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

25.2 Any change in the provisions of this AB Tow Contract will be deemed an amendment subject to this section.

Section 26. Prohibited Interest.

26.1 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 AB Tow Contract or the proceeds thereof.

26.2 No Agency officer or employee who participated in the award of this AB Tow Contract will be employed by the AB Tow Contractor during the period of the AB Tow Contract.

Section 27. Payments to Vendors and Subcontractors.

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

Section 28. Section Headings, Capitalization and Punctuation.

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

AB TOW CONTRACTOR

Business name _____

By: _____

Name: _____

Title: _____

Date: _____

Primary Storage Location:

Secondary Storage Location: _____

_____

Address of Notices _____

_____

Business License: _____

_____

CITY OF PORTLAND (for all named Agencies)

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form

_____

Shane Abma
Deputy City Attorney

LIST OF EXHIBITS

Exhibit 1.	Certificates of AB Tow Contractor's Insurance (Public Liability and Property Damage and Worker's Compensation)
Exhibit 2.	AB Towing Procedures for City of Portland
Exhibit 3.	AB Towing Procedures for Multnomah County Sheriff's Office
Exhibit 4.	AB Towing Procedures for Port of Portland
Exhibit 5.	AB Towing Procedures for Tri-Met

EXHIBIT 2

TOWING PROCEDURES FOR
CITY OF PORTLAND ABANDONED VEHICLE TOWS

2.1 City of Portland Abandoned Vehicle Tow Requests will originate from the Parking Enforcement Abandoned Auto Program (AAP) and the Bureau of Development Services – Neighborhood Inspections (BDS-NI).

2.2 **Types of AB Tow Requests**

2.2.1 24 hour tow requests may be received from either AAP or BDS-NI. Such requests will be sent before 1630 Monday through Friday, excluding City holidays, by facsimile or e-mail transmission to the AB Tow Contractor, for completion no later than 24 hours from the time of the request. (Attachment 11)

2.2.2 Upon accomplishment of the tow requests on the list, the AB Tow Contractor will send the list back to AAP with information about the completed tows, specifically:

2.2.2.1 Tow Number, assigned by the Dispatch Contractor (Tow Desk),

2.2.2.2 Date the tow was performed, and

2.2.2.3 Driver number of the driver who performed the tow.

2.2.3 All abandoned vehicle tow requests not received by faxed or e-mailed list will be deemed to be standby tows. Standby tow requests may be received from either AAP or ONI-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.

2.3 **Notification to the City of Portland**

2.3.1 AB Tow Contractor will notify PPB Records through the Tow Desk by facsimile transmission within one hour after completion of each abandoned auto tow. Notice will be provided in a form approved by the Towing Board of Review.

2.3.2 AB Tow Contractor will notify AAP the following business day of the results of each abandoned vehicle tow request and will provide such additional information as the responsible bureau may require.

2.3.3 AB Tow Contractor will notify BDS-NI by return fax of the results of each abandoned vehicle tow request and provide the tow number and any other information that may be required by BDS-NI.

2.3.4 AB Tow Contractor will transmit to the Tow Desk and AAP or BDS-NI, by e-mail or fax,

complete information about each AAP or BDS-NI abandoned vehicle tow within 30 minutes of completion. At that time, Tow Desk will assign tow numbers for each tow.

2.3.4.1 Such information will include, at a minimum, the following:

2.3.4.1.1 Vehicle description including at a minimum license information, issuing state, make, model, year, color, body style, and VIN,

2.3.4.1.2 Location of the tow,

2.3.4.1.3 Tow number,

2.3.4.1.4 Date and time of the tow,

2.3.4.1.5 Driver name or identifier,

2.3.4.1.6 Hold information (if applicable),

2.3.5 **Towing from Private Property**

2.3.6 When towing from private property, AB Tow Contractor will exercise special care to prevent damage to any property.

2.3.7 Unless otherwise authorized by a City official, all tows from private property will be performed with City personnel present.

2.3.8 Standby time as authorized by a City official at the tow scene will by paid by the City of Portland at the rate provided in this AB Tow Contract.

2.4 **Billing the City of Portland for towing services.**

2.4.1 The City of Portland will be responsible only for standby fees as noted above, or when the tow is found to be invalid in a hearing before the CHO.

2.5 **Code Hearings procedures**

2.5.1 When the CHO overturns a tow, the CHO refunds all towing and storage fees to the towed vehicle owner/owner's agent.

2.5.2 Because the Agency rate for all towing and storage services is discounted, the CHO bills the AB Tow Contractor for the difference in the regular rate and the Agency rate plus the City Service Charge.

2.5.3 Because Agencies do not pay the City Service Charge the AB Tow Contractor will deduct the amount of any City Service Charges refunded to the CHO from the following month's Service Charge payment to the Bureau of Licenses. The AB Tow Contractor will submit a copy of the CHO billing with the monthly payment as explanation for each City Service Charge deducted.

2.6 To ensure timely payment for re-tows to Rivergate, the AB Tow Contractor will:

2.6.1 Complete an approved tow invoice, and;

2.6.2 Have the attendant sign the invoice as the person receiving the vehicle, and;

2.6.3 Leave a copy of the invoice with the Rivergate attendant, and;

2.6.4 Send copies of all Rivergate tow invoices, at least once per month, to Police Fiscal Services, attention: Aymie Hoodenpyl, 1111 SW 2nd Avenue, Room 1126, Portland OR 97204.

2.7 **Processing Towed Vehicles**

2.7.1 All abandoned vehicles towed by order of the City of Portland will be appraised by a state certified appraiser provided by the AB Tow Contractor. Notwithstanding the above, the City reserves the right to require that appraisals be performed by an appraiser designated by the City.

2.7.2 AB Tow Contractor will notify AAP of the valuation of each abandoned vehicle towed for the City.

2.7.3 In addition to the Notification requirements in Section 3.5.21 of this AB Tow Contract, the AB Towing Contractor will complete the Towed Vehicle Report (Attachment 2) at the time of the tow. AB Tow Contractor will surrender these records to the City upon request. Failure to complete the Towed Vehicle Report form is a breach of this AB Tow Contract subject to remedies provided under Section 7.

2.7.4 Within 48 hours of receiving notice of the completion of the tow, AAP or BDS-NI will send a notice of towed vehicle to the registered owner and any security interest holders for each vehicle towed at the request of the City of Portland under this AB Tow Contract. This 48-hour period does not include weekends or City holidays.

2.7.5 The City of Portland will issue a Certificate of Sale for all vehicles towed under this AB Tow Contract at the request of the City and valued at One Thousand Dollars ($1,000.00) or less.

2.7.6 The AB Tow Contractor will process a possessory lien as provided by the State of Oregon for towing and storage charges incurred for any vehicle towed under this AB Tow Contract and valued in excess of One Thousand Dollars ($1,000.00).

2.8 **Payment of Abandoned Auto Fees**

2.8.1 AB Tow Contractor will pay to the City an amount for each vehicle towed under this AB Tow Contract <u>at the City's request</u>. The amount paid is variable based on the market value of scrap metal, regardless of how the vehicle is ultimately disposed, except that in no event will the amount of the Abandoned Auto fee be less than $10.00, regardless of scrap metal prices. If the amount calculated by the approved formula results in a fee of less than $10.00, the AB Tow Contractor will pay the City the minimum amount. The abandoned auto fee is established as follows:

2.8.1.1 The amount of the fee wil be set for six-month periods, effective the first business day of January and the first business day of July, in each of the contract years. The fee paid will be the fee in effect at the time the vehicle is towed.

2.8.1.2 The fee for each period will be a fixed dollar amount based on a percentage of the index price indicated below. The formula for calculating this fixed amount is ___% of 1.5 times the index price indicated below {the index price is expressed in U.S. dollars per gross ton (2,240 pounds per ton)}. The formula allows for converting the rate per gross ton into a fixed amount per vehicle by using a stipulated weight of a typical vehicle of 1.5 gross tons (3,360 pounds). The formula is used to determine the amount paid to the City and is not a guarantee that this stipulated weight is typical of abandoned vehicles or that the index price will actually be paid by scrap dealers. The total fee paid therefore equals: ___% x 1.5 x (index price adjusted every six months).

2.8.1.3 The index price will be the American Metals Market Scrap Iron and Steel Prices, Export Yard Buying Prices, San Francisco Price for Auto Bodies as published on the first business day of the month preceding the start of the six-month period indicated above (i.e., the first business days of June and December). Should there be a range of prices quoted, the average price will be used. The City of Portland will use this published index to calculate the price and will inform the AB Tow Contractor in writing as soon as possible but no later than 14 days prior to the effective date.

2.8.1.4 Payment of the abandoned auto fee for all abandoned vehicles towed and appraised at One Thousand Dollars ($1,000.00) or less, will be due on the sale date when a Certificate of Sale is issued by the City, which will be at least fifteen (15) days after the date the vehicle was towed.

2.8.1.5 Payment for all vehicles towed and appraised in excess of One Thousand Dollars ($1,000.00) is due either on the first day after release, or whenever a possessory lien is foreclosed, but in any event not later than sixty (60) days after the date of the tow.

2.8.1.6 Limits of the appraisal amounts identified above will be subject to any changes in the applicable appraisal amounts set forth in Oregon statutes for the appraisal and foreclosure of abandoned vehicles.

2.8.1.7 Payment of abandoned auto fees for all vehicles towed and released to the owner/owner's agent are due on the first business day after the release, or on a schedule agreeable to AAP.

2.8.1.8 In addition, AB Tow Contractor will pay to the City of Portland Bureau of Licenses, all sums collected as the City Service Charge by the tenth day of the month following the vehicle release.

2.9 **Default of Payment**

2.9.1 Immediate termination of this AB Tow Contract for default of payment of abandoned auto fees to the City of Portland will be at the sole discretion of the Chairman of the Towing Board of Review, acting upon recommendation of the affected City Bureau. Such termination will not be subject to the termination procedures otherwise established in this AB Tow Contract.

2.9.2 Termination of this AB Tow Contract for default of payment will not relieve the AB Tow

Contractor of liability for damages in such amount, if any, as the difference between the price agreed to in this AB Tow Contract and the amount established in a successor contract for the unexpired term of this AB Tow Contract. Such amount will not exceed twenty thousand dollars ($20,000).

2.9.3 For the purpose of this AB Tow Contract, payment will be considered made only when good, sufficient and timely.

2.10 **Releases**

2.10.1 Any abandoned vehicle tow which subsequently is deemed by Agency police to be a Police Tow, as defined by this AB Tow Contract, may be requested re-towed to a Police storage facility. A Release will be required on AB Police Tows, except for Recovered Stolen vehicles, and the City Service Charge will be payable.

2.11 **Lien Processing**

2.11.1 The AB Tow Contractor will comply with all applicable Oregon laws on liens.

2.11.2 Following is the sequence in which the process for asserting a lien will occur for vehicles towed pursuant to this AB Tow Contract, valued in excess of One Thousand Dollars ($1,000.00):

2.11.3 The lien attaches to the towed vehicle when the service is performed. (ORS 87.166) A lien does not attach to the vehicle contents until 15 days after the tow. (ORS 819.160(2)(a)

2.11.4 The AB Tow Contractor will notify the local Police Agency through the Tow Desk within 30 minutes of completion of the tow. The AB Tow Contractor will not attempt to foreclose a lien on any vehicle for which this notice was not provided.

2.11.5 The AB Tow Contractor will contact DMV for information about the registered owner. The AB Tower will obtain the identification of the registered owner and any security interest holders from the Department of Motor Vehicles of the appropriate state. The AB Tow Contractor will request a hard copy or print out of this information for its lien file as verification of the information received.

2.11.6 The AB Tow Contractor will send a notice approved by the City by certified mail to the registered owner(s) and any security interest holders within 20 days after the vehicle and its contents are placed in storage. If the notice is late, the amount of storage the AB Tow Contractor may charge is limited to just and reasonable charges for towing services and storage for 20 days.

2.11.7 The AB Tow Contractor will report the release to Tow Desk

2.11.8 After lien notifications are sent, and after obtaining a release from Police Records (if applicable), and after the required waiting period (60 days) the AB Tow Contractor will conduct a lien foreclosure sale. (ORS 87.182(2)) Public notice of the sale is to be posted in a public place at or near the front door of the Multnomah County courthouse.(ORS 87.192)

2.11.9 The AB Tow Contractor will keep complete records of each sale of an auctioned abandoned vehicle, including a clear photocopy of the vehicle operator's license of each buyer. The AB Tow Contractor will retain such records for a minimum of six years after the end of this AB Tow Contract.

EXHIBIT 3

TOWING PROCEDURES FOR PORT OF PORTLAND ABANDONED VEHICLE TOWS

3.1 Through an intergovernmental agreement with the City of Portland, Port police are authorized to request abandoned vehicle tows from Port properties, including the Portland International Airport.

3.2 Port Police will request abandoned vehicle tows through the Tow Desk which then forwards the request to the AB Tow Contractor.

3.3 Port AB tows will be considered standby tows and will require immediate response within the guidelines of this AB Tow Contract.

3.4 Port AB tows requiring formal Police Hold storage may be towed to Rivergate Police Hold facility.

3.5 Except for vehicles which become Stolen Recoveries, all abandoned vehicles towed at the request of Port police require a release issued by the Port police before being released to the owner/owner's agent or for lien processing.

3.6 The completion of a Port tow must be reported to Tow Desk in the same manner as described in Section 3. Scope of AB Tow Contractor Services.

3.7 The method for processing possessory liens on unclaimed Abandoned Vehicles towed at the request of the Port will be as described in Exhibit 2 of this AB Tow Contract except that a copy of lien documentation must be presented to the Port of Portland Police Records unit for approval before foreclosure of a lien on any Port Abandoned Vehicle Tow.

EXHIBIT 4

TOWING PROCEDURES FOR MULTNOMAH COUNTY SHERIFF'S OFFICE AND CITY OF FAIRVIEW ABANDONED VEHICLE TOWS

4.1 Through an intergovernmental agreement with the City of Portland, MCSO deputies are authorized to request abandoned vehicle tows from anywhere in Multnomah County. Such requests will be made through the Tow Desk by authorized deputies of MCSO.

4.2 AB tows for the City of Fairview will follow the same procedures as MCSO requests.

4.3 **Response time**

4.3.1 If an MCSO deputy is standing by, the AB Tow Contractor will respond within 30 minutes or as established in Section 3 of this AB Tow Contract.

4.3.2 In some cases, MCSO requests for abandoned vehicle tows will require the AB Tow Contractor to respond within 24 hours of receipt of the dispatch by Tow Desk.

4.4 The requesting deputy will complete a tow report form authorizing the abandoned vehicle tow, including a file number obtained from MC Records, and secure it to the outside of the abandoned vehicle or inside if accessible. It will be the responsibility of the AB Tow Contractor to obtain this information from the vehicle.

4.5 **MCSO Formal Holds**

4.5.1 When AB Tow Contractor is instructed to tow a vehicle to the Hansen Bldg. formal police hold facility, the tow truck driver may leave a copy of the invoice with the county staff at the Hansen Bldg. Otherwise, the AB Tow Contractor will have the MCSO deputy sign the invoice and will send a copy of the invoice to MCSO Records, 12240 NE Glisan St, Portland OR 97230.

4.6 All abandoned vehicles towed at the request of MCSO deputies require a release issued by MC Records before being released to the owner/owner's agent or for lien processing.

4.7 The same form and procedure as is used for PPB Records lien releases shall be used for MCSO lien releases. (Attachment 3) except that a copy of lien documentation must be presented to the MCSO Records unit for approval before foreclosure of a lien on any MCSO Abandoned Vehicle Tow. For specific instructions, see Exhibit 2.

4.7.1 Requests for lien releases from MC Records may be submitted by U.S. mail or facsimile at (503) 248-5354.

EXHIBIT 5

TOWING PROCEDURES FOR
TRI-MET ABANDONED VEHICLE TOWS

5.1 Through an intergovernmental agreement with the City of Portland, Tri-Met is authorized to request abandoned vehicle tows from MAX rail property or Park and Ride facilities. Such requests will be made through Tow Desk by rail or road supervisors or Transit Police.

5.2 AB Tow Contractor will provide abandoned vehicle towing and storage services for Tri-Met tow requests only within Multnomah County.

5.3 Tri-Met abandoned vehicle tows will be considered standby tows under the response guidelines. Procedures for notifications and release are the same as those specified in Section 3, Scope of AB Tow Contractor Services.

LIST OF ATTACHMENTS

Attachment 1.	Contract Tow Invoice Form, with inventory section and Important Rights Information
Attachment 2.	Abandoned Auto Program Towed Vehicle Report
Attachment 3.	Driver Certification Waiver
Attachment 4.	Confidentiality Agreement
Attachment 5.	Service Fee Invoice
Attachment 6.	Release Notice to Tow Desk
Attachment 7.	Complaint Handling Procedures
Attachment 8.	Payment and Performance Bond form
Attachment 9.	BDS-NI Towed Vehicle Form
Attachment 10.	AAP Tow Request List

ATTACHMENT 1. Contract Tow Invoice Form, with Inventory section and Important Rights Information

CONTRACT TOW INVOICE

[TOWER'S NAME]
[TOWER'S ADDRESS]
[TOWER'S PHONE]

INVOICE #_____

REQUESTED BY: _____

DATE OF TOW _____ TIME RCVD._____

TOW NUMBER_____

LICENSE	STATE	VIN	MAKE	MODEL	STYLE

YEAR	COLOR	DRIVEABLE: YES ☐ NO ☐	KEYS: YES ☐ NO ☐	AGENCY (CIRCLE ONE) PPD TRI-M PARKING MCSO COMET PORT

TOWED FROM	TOWED TO

TIME OUT	ON SCENE (10-97)	LEAVE SCENE	COMPLETION TIME/ CALLED IN BY	RELEASED BY/ RLS TIME	DOLLIES? YES NO FRONT UP ☐ REAR UP ☐

TOW DRIVER	TRUCK	RELEASE REQUIRED? YES ☐ NO ☐	HOLD? (DATES AND TIMES) ON: OFF:	OUT OF DIST MILEAGE START END	TYPE OF TOW

RELEASED TO NAME	STREET ADDRESS

CITY	STATE	ZIP	TELEPHONE

BILL TO:_____

_____

_____

CONTENTS_____

_____

_____

CONDITION_____

DAMAGE PRIOR TO TOW

I HAVE READ AND UNDERSTAND THE NOTICE INFORMATION ON THE BACK OF THIS FORM

RELEASED TO DATE

CHARGES		
TOWING		
DISPATCHING		
CITY SERVICE FEE		
____DAYS @ $___ EA		
OUT OF DIST MILEAGE		
LABOR/STANDBY		
CITY RETOW		
AFTER HOURS/GATE FEE		
LIEN FEE		
TOTAL		

PAYMENT METHOD _____

BACK OF THE FORM)

CITY OF PORTLAND, OREGON DEPARTMENT OF TRANSPORTATION (INCIDENT RESPONSE) and TRI-MET TOWS: Any owner of a vehicle towed by the CITY OF PORTLAND , OREGON DEPARTMENT OF TRANSPORTATION (COMET) or TRI-MET without prior notice may request a hearing to contest the tow. To ask for a hearing, you must file a written request containing your name, address and telephone number; the make and license number of your vehicle; the date of the tow; and a statement of why you believe the tow was improper. THE REQUEST MUST BE RECEIVED BY THE TOW HEARINGS OFFICE WITHIN TEN DAYS OF THE TOW: Tow Hearings Office, Rm 3100, 1900 SW 4th Av, Portland OR 97201. Telephone: 823-7307. FAX: 823-4347. HEARINGS ARE NOT AVAILABLE FOR VEHICLES TOWED FOR UNPAID PARKING TICKETS**.**

MULTNOMAH COUNTY TOWS: Any person having an interest in a vehicle towed without prior notice by order of the Multnomah County Sheriff's Office may request a hearing to contest the validity of this tow. To request a hearing, state in writing your name, address, and telephone number, the date the vehicle was towed, the make and license number of said vehicle, the MCSO file number, and if known the date/time the vehicle was towed, the location from which it was towed, and a brief reason why you believe the towing was invalid. Send this information to Tow Hearings Officer, 12240 NE Glisan, Portland, OR 97230. ALL HEARING REQUESTS MUST BE RECEIVED WITHIN FIVE (5) DAYS OF THE DATE THE VEHICLE WAS TOWED.

PORT OF PORTLAND TOWS: Either the owner, or any other person who appears to have an interest in this vehicle shall be entitled to request a hearing to contest the validity of the tow/and or storage. The request must be made to the Port of Portland Police Department in writing within 5 days of the date of the tow and SHALL include the following information: applicant's name; applicant's address where notice of hearing is to be sent; applicant's telephone number; vehicle make and model; license number; date towed; and place and approximate time of tow, if known. Port of Portland Police Department, 7000 NE Airport Way, Portland OR 97218. Telephone: (503)460-4221 or 460-4747

ATTACHMENT 2 AAP Towed Vehicle Report Form

TOWED VEHICLE REPORT

Bureau of Transportation - Parking Enforcement Division

Abandoned Auto Section – 503-823-6814

Towed by: Tow #:

Date Towed: Time:

Towed From: Lien Processed:

Towed To: Bureau Req:(✓ one) _____ Abandoned Autos _____ Bldgs

Year	Make	Model	Style	Color	State	License #

Vehicle Identification Number	Case #	Appraisal

FOR TOW COMPANY USE:

_____

_____

PROOF OF OWNERSHIP DETERMINED BY (✓):

Title:_____Reg:_____Bill of Sale:_____

_____Other (specify):_____

REQUIRED BY THE BUREAU
RELEASED TO:

DATE: _____

NAME:_____

ADDRESS:_____

_____

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ATTACHMENT 3 Driver Certification Waiver

APPLICATION FOR WAIVER OF DRIVER CERTIFICATION

Section 3.5.37 of the 2010-2013 Contract for Abandoned Vehicle Towing and Storage Services specifies that all tow drivers performing under the Contract must be certified as having completed some form of approved towing training.
Drivers seeking waiver of this requirement must complete this application and present documentation of completion of OTTA Light Duty training **or** at least three (3) years' successful towing experience within the past five years. TRAA, North American Towing Academy or University of Georgia certification is also acceptable.

Print Clearly or Type

NAME _____ **DATE** _____

TOW COMPANY _____

1. **Have you completed a Light-Duty Training course given by the Oregon Tow Truck Association, TRAA, North American Towing Academy or University of Georgia? YES** ☐ **NO** ☐

   If yes, please attach certification of completion of the course.

2. Have you worked as a tow driver for at least three (3) of the past five (5) years? ☐ **YES** ☐ **NO**

If yes, give name and address of the company (or companies) for which you worked as a tow driver in the past five years. This information must be verifiable with the former employer:

a) COMPANY NAME _____ **PHONE** _____

STREET _____

CITY, STATE AND ZIP _____

FROM _____ **TO** _____

List owner and/or manager of the company:

NAME _____ **TITLE** _____

NAME _____ **TITLE** _____

b) COMPANY NAME _____ **PHONE** _____

STREET _____

CITY, STATE AND ZIP _____

FROM_____ **TO**_____

List owner and/or manager of the company:

NAME _____ **TITLE** _____

NAME _____ **TITLE** _____

c) COMPANY NAME _____ **PHONE** _____

STREET _____

CITY, STATE AND ZIP _____

FROM_____ **TO**_____

List owner and/or manager of the company:

NAME _____ **TITLE** _____

NAME _____ **TITLE** _____

d) COMPANY NAME _____ **PHONE** _____

STREET _____

CITY, STATE AND ZIP _____

FROM_____ **TO**_____

List owner and/or manager of the company:

NAME _____ **TITLE** _____

NAME _____ **TITLE** _____

(ATTACH ADDITIONAL PAGES, IF NECESSARY)

ATTACHMENT 4 Confidentiality Agreement

CONFIDENTIALITY AGREEMENT
CONTRACT FOR ABANDONED VEHICLE TOWING AND STORAGE

I understand and agree that:

1. On or about July 1, 2010, _____ (AB Tow Contractor) signed a contract to provide vehicle towing and storage services to the City of Portland, Port of Portland, Oregon Department of Transportation, Multnomah County, City of Fairview and Tri-Met (Agencies). The contract requires AB Tow Contractor, as my employer to treat as confidential all the information provided by the Agencies pursuant to the AB Tow Contract.

2. In the course of my employment for AB Tow Contractor I may have access to, or become aware of, information regarding the pursuit, apprehension or prosecution of criminal suspects, and/or is of a highly confidential or sensitive nature.

3. I agree to treat the official business of the Agencies as confidential. I agree to disseminate Agency information only to those Agency bureaus, officials and/or AB Tow Contractors for whom it is intended as provided by the AB Tow Contract, and to no other person. I further agree not to divulge or disclose to any person any confidential or sensitive information of any kind or form learned or obtained by me in performance of my employment by AB Tow Contractor which may enable or allow any person to conceal or dispose of goods, money or other valuable items stolen or otherwise unlawfully obtained, or to avoid detection, arrest, or punishment.

4. I agree that I have personal and individual responsibility for the protection of all Agency information, documents and material I come into contact with in the course of my employment by AB Tow Contractor, and that disclosure of Agency information in violation of this Confidentiality Agreement may result in my dismissal or other disciplinary action by AB Tow Contractor.

5. I agree to report at once to my immediate supervisor and the Towing Coordinator, if I am arrested, charged, convicted, or sentenced for any criminal offense relating to the protection of the public safety and interest. If I am unsure whether the offense relates to the protection of the public safety and interest, I will report as provided above. I agree that failure to report as provided by this section 5 may result in my dismissal or other disciplinary action by AB Tow Contractor.

_____	_____	_____
Print Name	Signature	Date
_____	_____	_____
Tow Company Name	Authorized Signature	Date

ATTACHMENT 5 Service Fee Invoice

Invoice

XYZ Abandoned Towing
1111 N Any Street
Portland, OR 97299

Invoice Date: **03/17/2005**
Invoice Period: **1/1/10 - 1/31/10**

Summary of Charges

TYPE OF RELEASE	# RELEASES	CITY SERVICE FEE	TOTAL FEES
Release to Owner (RO)	65	$10.00	$650.00
Lien (L)	313	$0.00	$0.00
Title Surrender (T)		$0.00	
Tow to Police (P)		$10.00	
Dismantling Certificate (D)		$0.00	
Other (ELSE)		$10.00	
Service (SER)		$0.00	
Agency Vehicles		$0.00	
Stolen (STOLEN)		$0.00	
Tow By The Hour (TBTH)		$0.00	
Move (MOVE)		$0.00	
Private Prefrence (PREF)		$0.00	
Retow to SZW (RETOW)		$0.00	
Multiple Tow (MULT)		$0.00	
No Record Found (GONE)		$0.00	
Administrative Release (ADMIN)		$0.00	
Street Car		$0.00	
		TOTAL AMOUNT DUE:	**$680.00**

IF YOUR RECORDS DISAGREE WITH THIS BILLING, PLEASE SUPPLY DOCUMENTATION TO SUPPORT YOUR COMPLAINT BY THE
10TH OF THE MONTH. PLEASE CALL (503)865-2489 WITH ANY QUESTIONS.

PLEASE REMIT THIS PORTION WITH YOUR PAYMENTS. MAKE CHECKS PAYABLE TO THE CITY OF PORTLAND AND MAIL TO THEADDRESS BELOW. PAYMENTS DUE BY THE 10TH. Late payments may be subject to $25.00 penalty.

XYZ Abandoned (XYZA)

Invoice Date: **02/10/2010**
Invoice Period: **1/1/10 - 1/31/10**

City of Portland
Bureau of Licenses
111 S.W. Columbia St, STE 600
Portland, OR 97201

Amount Due: **$680.00**

AMOUNT PAID: $

ATTACHMENT 6 Release Notice to Tow Desk

VEHICLE RELEASE NOTIFICATION TO TOW DESK

COMPANY_____DIST _____DATE _____TIME _____

PLEASE BLOCK PRINT LEGIBLY

TOW NUMBER	RELEASE CODE	PLATE (OR LAST 6 DIGITS OF VIN)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

All releases are to be reported in this format, whether using this form or calling in by telephone. This form must be faxed whenever you are reporting more than two releases.

Release Codes are: **RO** – Release to Owner; **L** – Lien; **T** – Surrendered title;
P – Towed to police garage (Seizure World); **D** – Dismantling certificate; **ELSE** – Towed elsewhere (not to tower's lot);.

Lien releases are reported as follows: on Police Tows (recovered stolen, prisoner's property, no insurance, DWS, no op, or any car that has had a hold on it) report to Tow Desk **as soon as you get the release from Auto Records**; on all other Contract tows, report the release to Tow Desk **as of the auction date**.

ATTACHMENT 7 Complaint Handling Procedures

COMPLAINT HANDLING PROCEDURES:
AB CONTRACT TOWS

The Towing Board of Review has approved the following procedures for resolving a **citizen complaint against a tower**:

Step 1 Complainant is advised to contact the tower to give an opportunity for immediate resolution.

2. If first contact is unsuccessful, or complainant is not comfortable dealing directly with the tower, complainant is advised to submit a written complaint to the Towing Coordinator which includes:
- name, address and telephone number of the complainant
- name of the tower
- date and time, location and reason for the tow
- license plate and description of the towed vehicle
- copy of the tow bill
- description of what occurred and what the complainant feels is wrong
- a statement of the desired remedy.

3. Written complaints are forwarded to the tower with the expectation that the tower will investigate the complaint, contact the complainant to discuss a resolution and inform the Towing Coordinator, in writing, of the tower's conclusions within a reasonable period of time. The tower may contact the Towing Coordinator or the Industry Representative for assistance in settling citizen disputes. It is expected that the tower will resolve most complaints at this step.

4. Vehicle damage complaints not resolved by the tower informally may be referred to a Vehicle Damage Inspection Panel (VDIP). The tower agrees to be bound by the findings of the VDIP.

5. Other unresolved complaints may be referred to a Contract Violation Resolution Committee (CVRC) appointed by the Tow Board Chairman. The CVRC will determine if any contract violation has occurred and what, if any, remedy is appropriate.

None of these steps is intended to preclude complainant from pursuing action in civil court.

TOWING COORDINATOR
Revenue Bureau
111 SW Columbia St, Room 600
Portland, OR 97201
(503) 865-2489
FAX: 823-9068

rev. 1-2010

ATTACHMENT 8. Payment and Performance Bond Form

PERFORMANCE AND PAYMENT BOND

Bond No. _____
Amount $_____

KNOW ALL MEN BY THESE PRESENTS that we _____ , as Principal (Contractor), _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact a SURETY business in the State of Oregon, as SURETY, are held and firmly bound unto the public agencies listed in Exhibit 1 hereto in the sum of **Twenty-Five Thousand DOLLARS ($25,000.00)**, lawful money of the United States of America, for the payment whereof well and truly to be made, we and each of us, jointly and severally, bind ourselves, our and each of our heirs, executors, administrators, successors and assigns firmly by these presents.

THE CONDITIONS of this obligation are such that, whereas the above Principal did on the _____ day of _____ , 20____ enter into a Contract with the City of Portland for

Abandoned Vehicle Towing and Storage

which Contract is made part hereof as if fully copied herein;

NOW, THEREFORE, if the said principal faithfully, punctually and completely performs and abides by all covenants and conditions of said Contract, and with all laws, ordinances, regulations, and orders of the State of Oregon and the City of Portland, and the agencies and bureaus thereof, directly or indirectly governing or applicable to the Principal's performance under the said Contract, including but not limited to the requirements of Oregon Revised Statutes Chapter 279 relating to public contracts, which hereby is made a part hereof as if fully copied herein, and shall make payment promptly, as due, to the City of Portland and all other public entities as may be required, and to all subcontractors and to all persons supplying to the Principal or his(its) subcontractors, equipment, supplies, labor, or materials for the prosecution of the work or any part thereof, provided for in said Contract, then this obligation shall be null and void, otherwise to be in full force and effect.

SURETY agrees (1) that any extension of time allowed said Principal for completion of work or for delivery under the said contract shall not impair this obligation or reduce any period of maintenance or warranty provided in said Contract; (2) that any change made in the terms or provisions of said contract increasing the price to be paid to Principal, without notice to the SURETY shall not impair this obligation, but any such change shall automatically increase the obligation of the SURETY hereunder in a like amount, PROVIDED that such increase shall not exceed twenty-five percent (25%) of the original amount of this obligation without consent of the SURETY; and (3) that this obligation shall continue to bind the said Principal and SURETY notwithstanding successive payment made hereunder for successive breaches, until the full amount of the said obligation is exhausted.

IN WITNESS WHEREOF, the Principal and Surety have caused these presents to be executed on this _____ day of _____, 20 _____.

_____
PRINCIPAL

BY _____

TITLE _____

Approved:

_____
CITY ATTORNEY

_____
SURETY

BY _____
Attorney –in-Fact

COUNTERSIGNED:

_____
Oregon Resident Agent

_____
Address

_____

NOTE

If the Principal is operating under an assumed business name there must also be set forth in the first paragraph of the bond, the names of all the partners or the individuals owning the business, and the bond must be executed by one of them.

If the Principal is a corporation, the bond must be executed by one of the officers authorized to execute bonds, showing his official title and the seal of the corporation.

The bond must be executed by an attorney-in-fact for the surety company, showing on the face thereof the Oregon agent for service, and bear the seal of the surety company. Where the bond is executed by a person outside the state of Oregon, his authority to execute bonds should be shown.

EXHIBIT 1:

Public Agencies:

City of Portland, Oregon, a municipal corporation;
the Port of Portland, a municipal corporation;
the Oregon Department of Transportation, an agency of the State of Oregon;
Multnomah County Sheriff's Office, an agency of Multnomah County, Oregon;
City of Fairview, and;
Tri-County Metropolitan Transportation District of Oregon.

ATTACHMENT 9. BDS-NI Towed Vehicle Form

TOWED VEHICLE LIST

DATE: 3/23/2010

TO: AB TOWING CONTRACTOR (FAX: _____) – ATTN: _____

FROM: BDS / NIT (FAX: 823.7961) CONTACT: BILL NICHOLSON 503-823-0639

	LICENSE / STATE	COLOR / MAKE OF VEHICLE	LOCATION	CASE #	TOW DATE	TOW NUMBER	APPRAISED VALUE
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

PLEASE FAX REQUESTED INFORMATION WITHIN 24 HOURS

SHARE DRIVE/HOUSING NUISANCE/DVPP/TOWED VEHICLE LIST TEMPLATE

ATTACHMENT 10. AAP Tow Request List

Abandoned Autos TOW Request List
503-823-6814

PAGE 01/01

DATE REQUESTED: March 17, 2005

	LICENSE	MAKE	CASE	TOW FROM:	TOW #	TOW DATE	COMMENTS	DRV INIT	LTR DT
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									

CIT OF PORTLAND 5038235192

03/17/2005 11:27

S:\ABFORMS\TOWLIST.WORD

PAGE __1___ OF __1__