

Contract for Vehicle Towing and Storage- October 1, 2013-September 30, 2018

AMENDMENT 1

To Contracts Nos. 30003497, 30003504-30003508, and 30003511- 30003521

This First Amendment to Contract for Vehicle Towing and Storage October 1, 2013-September 30, 2018 (“Tow Contract”) between City of Portland, Oregon, the Port of Portland, Oregon Department of Transportation, Multnomah County, City of Fairview, Portland Streetcar, Inc., Tri-County Metropolitan Transportation District of Oregon (as a group “Agencies”) and [Tow Company Name] ([Contract Number]) (“Tow Contractor”) is made effective as of the 27th day of November, 2015 (the “Effective Date”). The Agencies and Tow Contractor may be referred to jointly in this Amendment as the “Parties” or individually as a “Party”.

RECITALS

- A. The Agencies and Tow Contractor entered into the Tow Contract with the Tow Contractor on October 1, 2013 to provide towing services as requested by the Agencies. The Tow Contract defines procedures for providing these towing services.
- B. The Towing Board of Review approved this amendment to the Tow Contract on May 27, 2014.
- C. Portland Streetcar, Inc. desires to transfer financial liability of tow fees to the owner(s) of illegally parked vehicles towed from streetcar tracks. This is a change to Exhibit 7 of the Tow Contract.
- D. Unless expressly modified in the Amendment, all terms and conditions in the Tow Contract remain in full force and effect.
- E. Parties agree to terms of Exhibit 7 as amended by this agreement and as shown in the attached document “Exhibit 7 Towing Procedures for Portland Streetcar Tows”

TOW CONTRACTOR	CITY OF PORTLAND (for all named Agencies)
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

APPROVED AS TO FORM:

Glenn Fullilove
Deputy City Attorney

EXHIBIT 7

TOWING PROCEDURES FOR PORTLAND STREETCAR TOWS

- 7.1 Streetcars run on two lines; the NS Line and the CL Line.
 - 7.1.1 NS Line, is a 4-mile one-way route from Legacy Good Samaritan Hospital at NW 23rd Avenue, on Lovejoy and Northrup, through the Pearl District and on 10th and 11th Avenues to SW Mill and SW Market Streets, Portland State University Urban Center, SW Harrison Street, RiverPlace, OHSU, the Aerial Tram and to a terminus at SW Lowell & Bond at the South Waterfront District.
 - 7.1.2 A Loop, is a 6.14-mile one way route from NW Lovejoy at 9th; across the Broadway Bridge; along Weidler, 7th Ave; Oregon St; Martin Luther King Blvd; OMSI crossing the Willamette River at the Tilikum Crossing; SW Moody Ave; SW River Place; SW Harrison Roadway; SW Harrison St; SW 4th Ave; SW Montgomery; Portland State University Urban Center; along 10th Ave; turning onto NW Lovejoy Ave.
 - 7.1.3 B Loop, is a 6.56-mile one way route from NW Marshall St. along 11th Ave; SW Market; SW 5th Ave; SW Montgomery; SW 4th Ave; SW Harrison St; SW Harrison Roadway; SW River Place; SW Moody crossing the Willamette River at the Tilikum Crossing; OMSI; Grand Ave; NE Broadway St; across the Broadway Bridge; NW 10th Ave; NW Northrup St; turning onto NW 11th Ave.
- 7.2 Streetcars run on fixed schedules. On 10th and 11th Avenues, streetcars run every 7 ~~2~~ to 8 minutes between SW Moody/Meade and the Pearl District. The 20-minute response time standard must be strictly observed.
- 7.3 Portland Streetcar staff and City of Portland Parking Code Enforcement will both be responsible for maintaining the tracks free of illegally or improperly parked vehicles that prevent streetcar movement. Towing of vehicles parked on the streetcar tracks will occur under different procedures, depending on which agency requests the tow (see Exhibit 2.6 for Parking Code Enforcement procedures).
- 7.5 District 2 towers will perform all streetcar-related tows, except those requiring special equipment not available in District 2, or unless all District 2 Tow Contractors are unavailable.
- 7.6 Portland Streetcar Tow Procedures
 - 7.6.1 When a vehicle is discovered on the streetcar tracks, or a vehicle is improperly parked and preventing streetcar movement, Portland Streetcar staff will determine whether to: (1) Contact Parking Enforcement to issue a citation and request a tow or (2) Contact the Tow Desk to dispatch a tow truck and move the vehicle.
 - 7.6.2 Authorized Portland Streetcar Staff will complete a 3-part tow notice. One copy will be kept by Portland Streetcar and two copies will be placed on the vehicle windshield. (Attachment 11)
 - 7.6.3 The Tow Contractor will remove the notice at the time of the tow, keeping one part for the tow record and the third part will be given to the citizen when he or she picks up the car.

7.6.4 When Streetcar staff order a tow, the vehicle will be relocated to the closest available legal parking space. If none is available, the vehicle will be impounded to the Tow Contractor's storage facility.