

CONTRACT FOR VEHICLE TOWING AND STORAGE

October 1, 2008– September 30, 2011

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CONTRACT FOR VEHICLE TOWING AND STORAGE

October 1, 2008 – September 30, 2011

This Contract for Vehicle Towing and Storage (Tow Contract) is between the City of Portland, Oregon (City), the Port of Portland (Port), Oregon Department of Transportation (ODOT), Multnomah County (MC), City of Fairview (Fairview), Tri-County Metropolitan Transportation District of Oregon (TRIMET), and _____ (Tow Contractor).

AGREED:

Section 1. Definitions

- 1.1 Administrative Release form (Release): A document issued by a police agency or court authorizing release of a towed vehicle to the bearer.
- 1.2 Agency(ies): The public agencies contracting collectively to obtain vehicle towing and storage services, including:
 - 1.2.1. City: The City of Portland, a municipal corporation, its agents, officers and employees, including, without limitation, the Portland Police Bureau (PPB), Parking Enforcement and Maintenance Bureau. See Exhibit 2 for special procedures.
 - 1.2.2. Fairview: The City of Fairview, a municipality, its agents, officers and employees.
 - 1.2.3. MC: Multnomah County, Oregon. See Exhibit 4 for special procedures.
 - 1.2.4. MCSO: Multnomah County Sheriff's Office. See Exhibit 4 for special procedures.
 - 1.2.5. ODOT: Oregon Department of Transportation. See Exhibit 5 for special procedures.
 - 1.2.6. 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. See Exhibit 3 for special procedures.
 - 1.2.7. PS: Portland Streetcar. See Exhibit 7 for special procedures.
 - 1.2.8. TRIMET: Tri-County Metropolitan Transportation District of Oregon. See Exhibit 6 for special procedures.
- 1.3 BOEC Service Net: Bureau of Emergency Communications (BOEC) radio net providing a variety of services for officers, including relaying tow requests. Also known as Net 8.
- 1.4 CAD: Computer Aided Dispatch.
- 1.5 Completion of tow: A tow is considered complete and assessment of storage begins when Tow Contractor notifies Tow Desk and provides information to complete the record.
- 1.6 Drop Fee: The fee assessed when a vehicle is released to the registered owner/owner's agent, prior to completion of the hookup.

- 1.7 Forfeiture Mission: A large-scale police operation to stake out known locations of illegal activity, arrest suspects and seize their vehicles.
- 1.8 Formal Police Hold Facilities:
 - 1.8.1 Hansen Building: The formal police hold facility of MCSO, located at 12440 NE Glisan, Portland
 - 1.8.2 Rivergate: The formal Police Hold facility for Portland Police Bureau (PPB), located at 7027 NW St. Helen's Highway, sometimes referred to as "Seizure World."
- 1.9 Gate Fee: Fee for access to a vehicle in tow storage, whether for release or retrieval of personal effects, on Agency holidays or outside of regular business hours.
- 1.10 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.
- 1.11 Incident Responder: ODOT staff assigned to provide motorist assistance on state and interstate roadways.
- 1.12 MC Records: Records department of MCSO.
- 1.13. MDT: Mobile Data Terminal.
- 1.14. Owner: The person in whose name a vehicle title is registered, any person authorized by the owner, or any person in lawful possession of the vehicle.
- 1.15. Parking Enforcement Division: A division of the Portland Department of Transportation (PDOT) and, in addition to PPB, an agency responsible for enforcement of parking regulations in the City of Portland.
- 1.16. Personal Effects: Property within a vehicle that is not bolted, fastened, snapped into place or otherwise attached to the vehicle.
- 1.17. Police Holds, by type:
 - 1.17.1. Formal: An order by any Agency officer prohibiting access to both the towed vehicle and its contents, except by authorized Agency personnel, for an indefinite period.
 - 1.17.2. Temporary: A temporary order by any Agency officer prohibiting access to both the towed vehicle and its contents, except by authorized Agency personnel. Temporary holds expire after 72 business hours, unless previously lifted by the Agency.
- 1.18. Port Dispatch: Port staff responsible for relaying Port Tow Requests.
- 1.19 PPB Records: The Records Division of the Portland Police Bureau.
- 1.20 Qualified Driver: A person registered with the City as a tow truck driver, employed by a Tow Contractor and possessing the following:
 - 1.20.1 Current valid operator's license,

- 1.20.2 Contract certification,
- 1.20.3 Successful completion of an approved towing competency test, administered by a Board-approved panel,
- 1.20.4 An active Department of Motor Vehicles (DMV) record for the five year period immediately preceeding the date of application with not more than: three (3) traffic infractions as defined in ORS 801.550, or three (3) serious traffic violations as defined in ORS 801.477, or three (3) motor vehicle accidents which are required to be reported to DMV under ORS 811.720, or, greater than three (3) of any combination of infractions, suspensions, serious traffic violations or motor vehicle accidents, as defined above.
- 1.20.5 DMV records will be reviewed by the Towing Coordinator or designee on behalf of the Tow Board. If a person's DMV record does not meet the minimum Contract standard, an "intent to deny" notice will be sent describing the reason for the denial and providing an opportunity for the applicant to provide additional information.
 - 1.20.5.1 If a driver applicant has at least three, but less than five years of driving record within the five years immediately previous to the application the Towing Coordinator may grant probationary approval for a period sufficient to make up the missing time. During the probationary interval, periodic DMV rechecks will be performed by City staff. Any additional violations found will be reported to the Board and the driver may be removed from eligibility. Such approval by the Towing Coordinator is subject to review by the Tow Board at the next regular meeting.
- 1.20.6 Criminal history containing no felony convictions for criminal offenses including, but not limited to, crimes involving vehicles or vehicle parts, sex crimes, 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.
- 1.20.7 Criminal history records will be reviewed by the Towing Coordinator or designee on behalf of the Tow Board. If a person's criminal history does not meet the minimum Contract standard, an "intent to deny" notice will be sent describing the reason for the denial and providing an opportunity for the applicant to provide additional information.
 - 1.20.7.1 A person whose criminal history does not meet the standard may, with the Board's approval, be granted a provisional approval for one year. During this time, periodic criminal history rechecks will be performed to monitor that no further violations have taken place. Any additional violations found in random re-checks will be reported to the Board and may result in removal from eligibility.
- 1.21 Regular business hours: 0800 to 1800, Monday through Friday.
- 1.22 Releases, types:
 - 1.22.1 AGENCY: Tow or service call for an Agency vehicle.
 - 1.22.2 D: Dismantling Certificate.

- 1.22.3 DROP: Release of a vehicle when the owner/owner's agent returns to the tow scene before the hookup is completed.
- 1.22.4 ELSEWHERE (ELSE): Delivery of a vehicle to a location of the vehicle owner's choice, other than the Tow Contractor's storage yard.
- 1.22.5 Gone on Arrival (GOA): When the vehicle requested to be towed has been moved prior to Tow Contractor's arrival at the tow scene.
- 1.22.6 LIEN: Release by means of foreclosing a possessory lien.
- 1.22.7 MOVE: Request for moving vehicles at an Agency facility.
- 1.22.8 POLICE: Towed to an Agency hold facility.
- 1.22.9 PREF: Release of a Private Preference tow at the vehicle owner's choice of location.
- 1.22.10 RELEASE TO OWNER (RO): Release of a vehicle to the vehicle owner or owner's authorized agent.
- 1.22.11 RE-TOW: Request for tow of a vehicle from or to formal Police Hold storage at an Agency facility or other location, as ordered.
- 1.22.12 SERVICE: Providing road service to an Agency vehicle.
- 1.22.13 STOLEN: Stolen from the Tow Contractor's storage lot.
- 1.22.14 T: Title surrendered in lieu of fees.
- 1.22.15 TBTH: Tow By The Hour. The term for assessment of an hourly fee for courtesy towing.
- 1.23 Response types:
 - 1.23.1 Expedited Tow Request: A request for the Tow Contractor to respond as provided in Section 3.5.
 - 1.23.2 Routine Tow Request: A tow requested with no special instructions.
 - 1.23.3 Special Response Request: A tow request requiring an escort by an Agency vehicle.
- 1.24 Rotations, types:
 - 1.24.1 Regular Rotation: The system established by the Tow Board for fairly allocating Class A Tow Requests to Tow Contractors within each district.
 - 1.24.2 Special Equipment Rotations: The systems established by the Tow Board for allocating Tow Requests requiring specialized equipment not available on all tow trucks. Such specialized equipment includes, but is not limited to; Class B truck, Class C truck, rollbed, four-wheel-drive, motorcycle trailer, tractor unit and landoll trailer.
- 1.25 Storage Services: Services provided under the terms of this Contract by a Tow Contractor, including protection and storage of a vehicle and its contents after towing at

the request of an Agency. Such storage must be in a secure facility, as defined in Section 3.36, Vehicle Storage. These services may also include covering a vehicle with a tarp in case of inclement weather, inventorying personal effects, and removal of valuables for safekeeping.

- 1.26 Sweep: A City of Portland Parking Enforcement operation in cooperation with the City's Bureau of Maintenance to cite and remove all vehicles parked in violation of temporary no-parking areas designated for periodic street sweeping.
- 1.27 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 Tow Contractor has completed the attachment of all safety equipment and the tow truck is in motion with the vehicle. The tow truck is considered in motion once the clutch has been engaged or the automatic transmission is in gear, and the tow truck is moving forward.
- 1.28 Tow Contractor: An entity which is party to this Tow Contract, its agents and employees, including all principal parties, such as its officers, directors, shareholders and managers.
- 1.29 Tow Desk/Dispatch Contractor: The company under contract with the Agencies to provide central dispatching of towing services.
- 1.30 Tow Identification Number: A number issued by an Agency other than PPB Records to identify an individual tow incident.
- 1.31 Tow Report Number: A number issued by PPB Records to identify a tow incident.
- 1.32 Tow Request: A request for any of the services defined by this Tow Contract.
- 1.33 Towing Board of Review (Tow Board): The Board established by Chapter 3.98 of the Portland City Code (PCC), to oversee and regulate the performance of Tow Contractors and the Tow Desk.
- 1.34 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.
- 1.35 Towing Services: Services performed by Tow Contractors defined in this Tow Contract, including: all types of vehicle towing, winching and recovery, dollying, disabling drivelines, securing unstable loads, clean up at accident scenes, moving cars at the police storage facility, storage, disposal of unclaimed vehicles and on Agency vehicles only, road service calls including tire changes, jump starts, winch outs and delivery of up to two (2) gallons of gasoline.
- 1.36 Tows, types:
 - 1.36.1 Abandoned Vehicle: Any tow so designated by the City's abandoned vehicle program or another Agency served by this Contract.
 - 1.36.2 Agency: Any tow of an Agency-owned vehicle or any vehicles towed in error by order of an Agency, for which the Agency bears financial responsibility.

- 1.36.3 City: Any tow of a City owned vehicle or any vehicles towed in error by order of the City for which the City bears financial responsibility.
- 1.36.4 Class A: A tow, or service request, of a passenger vehicle or truck or van, up to ¾ ton size, unloaded, which requires a Class A tow truck.
- 1.36.5 Class B: A tow, or service request, of a vehicle exceeding 10,000 Gross Vehicle Weight (GVW) which requires a Class B tow truck.
- 1.36.6 Class C: A tow, or service request, of a vehicle exceeding 20,000 GVW that requires a Class C tow truck.
- 1.36.7 Courtesy Tow: The tow of a legally parked vehicle, at no charge to the vehicle owner, for the purpose of clearing an area for special events, film or video projects, construction, or other Agency reasons.
- 1.36.8 Fairview Tow: Any tow ordered by an official of the City of Fairview Police Department.
- 1.36.9 Incident Response Tow: Any tow ordered by an official of the ODOT Incident Response Team program.
- 1.36.10 MC Tow: Any tow ordered by an official of Multnomah County, or for which Multnomah County takes financial responsibility.
- 1.36.11 MCSO Tow: Any tow ordered by an official of the Multnomah County Sheriff's Office.
- 1.36.12 ODOT Tow: Any tow ordered by an official of the Oregon Department of Transportation.
- 1.36.13 Penalty Tow: The tow of a vehicle for a parking violation where no release is required. These include tows from tow away zones, tows of hazardous vehicles and tows for illegal parking.
- 1.36.14 Police Tow: A vehicle towed as recovered stolen, prisoner's property, no insurance, held under a formal or temporary Police Hold, or otherwise designated as a Police tow by the requesting Agency.
- 1.36.15 Port Tow: Any tow ordered by a Port official or Port Police officer from the Portland International Airport or other properties.
- 1.36.16 Portland Streetcar. (PS): A tow requested by a PS conductor or Parking Enforcement deputy on behalf of PS.
- 1.36.17 Private Non-preference Tow: The tow of any vehicle other than a Police, Penalty, City, Abandoned Vehicle, Move, Re-tow, Tag Warrant, Tow by the Hour or Private Preference tow. These tows are most often ordered from the Tow Contract rotation as a courtesy to a citizen who has no stated preference for a specific tow company.
- 1.36.18 Private Preference Tow: The tow of a vehicle for which the owner/owner's agent has requested a specific Tow Contractor or non-contract tow company.

- 1.36.19 Re-tow: Removal of a vehicle towed as a Police, Penalty, City, or Abandoned Vehicle tow to or from an Agency storage garage or any other location at the direction of Agency personnel.
- 1.36.20 Road Service: A request for road service on an Agency-owned vehicle, limited to tire changes, jump starts, winch outs, and delivery of up to two (2) gallons of gasoline.
- 1.36.21 Tag Warrant Tow: The tow of a vehicle on which a warrant has been issued due to excessive unpaid parking tickets.
- 1.36.22 TriMet: The tow of a citizen's vehicle from TriMet property.
- 1.36.23 TriMet Agency: The tow of a vehicle owned by TriMet.
- 1.37 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 (V.I.N.).

Section 2. Purpose.

This Tow Contract is for the purpose of providing vehicle towing and storage services for the Agencies in a timely, courteous, safe and professional manner. Towing and storage services performed by the 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 Tow Contract.

Section 3. Scope of Tow Contractor Services.

- 3.1 Tow Contractor will furnish towing services as provided by this Tow Contract, when requested to do so by the Agencies' designated central Contract Tow Dispatcher (Tow Desk).
- 3.2 Tow Contractor recognizes and agrees that strict adherence to all terms and conditions of this 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 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 Tow Contract may result in the Agencies, acting through the Tow Board, exercising their rights to terminate this Tow Contract or impose remedies under the Tow Contract.
- 3.3 In addition to the provisions of the General Towing Procedures as provided in Section 3.4, Tow Contractor will provide vehicle towing and storage services specific to the Agencies as follows:
 - 3.3.1 City towing procedures as provided in Exhibit 2.
 - 3.3.2 Port towing procedures as provided in Exhibit 3.
 - 3.3.3 MC towing procedures as provided in Exhibit 4.

3.3.4 ODOT Incident Response towing procedures as provided in Exhibit 5.

3.3.5 TRIMET towing procedures as provided in Exhibit 6.

3.3.6 Portland Streetcar, Incorporated (PSI) procedures as provided in Exhibit 7.

3.4 **General Towing Procedures.**

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

3.4.2 Tow Contractors will be dispatched by Tow Desk on all Contract tow requests.

3.4.3 In the interest of public safety and convenience, if a Tow Contractor arrives at a tow scene, either inside or outside of the Tow Contractor's district but not in the Tow Contractor's rotational turn, the Tow Contractor will, as a courtesy, tow the vehicle to the nearest place of safety or as directed by an Agency officer.

3.4.4 When performing a tow, the Tow Contractor is responsible for clean up of an accident scene, as provided by PCC 16.30.830, as it may be amended. This includes removal of all broken glass and other injurious debris or substances dropped upon the highway, street, sidewalk or private property from a wrecked or damaged vehicle.

3.4.5 Tow Contractor will notify the Duty Officer in the Bureau of Environmental Services (BES) whenever fluid absorbent material is spread at an accident scene and provide the following information:

3.4.5.1 Time and date of the incident

3.4.5.2 Driver's City ID number

3.4.5.3 Tow Company name

3.4.5.4 Location of the spill and its proximity to a catch basin, storm system or waterway

3.4.5.5 An estimate of the amount spilled and what steps you have taken to clean it up.

3.4.6 When performing a police or penalty tow, Tow Contractor will follow any instructions regarding the tow given by an Agency officer or employee.

3.4.7 Upon direction of an Agency officer or employee, Tow Contractor will tow vehicles for accommodations of public utility work, parades or street closures, street construction, for actual or threatened riot or civil disorder, for snow situations, and/or emergency situations.

3.4.8 A vehicle may be towed for parking violations only if the word "TOW" appears on the parking citation or the vehicle is clearly identified by a tag with the word "TOW."

3.5 **Response Time.**

3.5.1 Tow Contractor will respond to all tow requests within the tow contractor's assigned district, and not requiring special equipment as defined herein, within twenty (20) minutes of receiving the dispatch, except as set forth below.

- 3.5.1.1 Expedited Tow Request: If an Agency officer or employee requests an Expedited Tow from a location on a freeway, the Tow Contractor may drive in the lane usually reserved for High Occupancy Vehicles (HOV) or the emergency lane. Tow Contractors are permitted *limited* and *necessary* use of overhead lights, horn, flashers and hand signals in order to alert other drivers of frequent lane changes or other unexpected maneuvers. Tow trucks are not authorized as *emergency vehicles*. When the Tow Contractor receives an Expedited Tow Request that is not located on a freeway, the Tow Contractor is to proceed safely, but expeditiously while obeying all traffic laws.
- 3.5.1.2 Routine Response: For most dispatches, including all tows dispatched with no special instructions, Tow Contractor will arrive at the tow scene, with suitable personnel and equipment, within twenty (20) minutes from the time Tow Contractor receives the tow dispatch from Tow Desk. When responding to this type of request, Tow Contractor will obey all traffic laws. If the Tow Contractor is having difficulty reaching the tow scene due to traffic back up, the Tow Contractor may use overhead lights for the last block in order to get through traffic. It is also appropriate to operate overhead lights when maneuvering into position for hookup.
- 3.5.1.3 Special Response Request: A tow request requiring escort by a police vehicle.
- 3.5.2 Longer Distance Response Time Standards. Tow Contractor will respond to longer distance tow requests within the following response time standard:
 - 3.5.2.1 Calls located up to eight (8) miles from the Tow Contractor's office – twenty (20) minutes from the time the tow dispatch is received from Tow Desk.
 - 3.5.2.2 Calls located more than eight (8) but less than twenty (20) miles from the Tow Contractor's office – thirty (30) minutes from the time the tow dispatch is received from Tow Desk.
 - 3.5.2.3 Calls located more than twenty (20) miles from the Tow Contractor's office – forty (40) minutes from the time the tow dispatch is received from Tow Desk.
- 3.5.3 Special Equipment tow requests.
 - 3.5.3.1 When a Tow Contractor is dispatched a tow request requiring Class B, rollbed, 4x4 or motorcycle trailer, the Tow Contractor will be underway to the tow scene with the appropriate equipment within 15 minutes of the Tow Desk dispatch.
 - 3.5.3.2 When a Tow Contractor is dispatched a Class C tow request, the Tow Contractor will be underway to the tow scene with the appropriate equipment within 20 minutes of the Tow Desk dispatch. This standard also applies to tow requests requiring a tractor or landoll trailer.
 - 3.5.3.3 Tow Contractor will notify Tow Desk when Tow Contractor is underway to a Class B, Class C or special equipment request tow. Tow Contractor will also provide an approximate estimated time of arrival if their response time to the tow scene is likely to exceed 30 minutes.
- 3.5.4 When requested to re-tow a vehicle to an Agency storage facility, Tow Contractor will complete the re-tow within ninety (90) minutes from the time Tow Contractor receives the dispatch from Tow Desk. When requested to assist in moving vehicles at, or re-tow a

vehicle from, an Agency storage facility, Tow Contractor will arrive at the Agency storage facility within ninety (90) minutes from the time Tow Contractor receives the dispatch from Tow Desk.

3.5.5 Tow Contractor's failure to perform a tow may be excused if, in the Tow Contractor's opinion, conditions at the tow scene warrant police supervision, and after requesting such supervision, it is unavailable. Tow Contractor will immediately notify the Tow Desk if a tow is refused for this reason.

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

3.6 **Rotations.**

3.6.1 The Tow Board has established boundaries dividing Multnomah County into districts, and has established a rotation of Tow Contractors within each district for the purpose of fairly allocating tow requests.

3.6.2 Tow Contractors will be dispatched on the tow request types for which they have registered appropriate equipment within the district where the request originates.

3.6.3 During the term of this Tow Contract, the Tow Board may change the boundaries of the dispatching districts or the rotation system.

3.6.4 The Tow Board has established the following rotations:

3.6.4.1 Class A – Towing or service requests for passenger vehicles requiring a Class A tow truck.

3.6.4.2 Special Rotations: The systems established by the Tow Board for allocating Tow Requests requiring specialized equipment not required on all tow trucks, including:

3.6.4.2.1 Class B,

3.6.4.2.2 Class C,

3.6.4.2.3 Rollbed,

3.6.4.2.4 4 x 4 (four-wheel-drive tow truck),

3.6.4.2.5 Tractor,

3.6.4.2.6 Landoll trailer, and,

3.6.5 Motorcycle trailers.

3.6.6 Cancellation. The Agencies may cancel the dispatch of a tow request for any reason deemed necessary by the Agency.

3.7 **Passes.**

- 3.7.1 Tow Contractor will inform the Tow Desk, within eight (8) minutes of receiving the dispatch, if Tow Contractor is for any reason unable to respond to a tow request, or unable to respond within the required time. Tow Contractor will inform the Tow Desk immediately if, upon arrival at the tow scene, any aspect of the towing situation prevents performance of the tow.
- 3.7.2 Passing a tow request more than eight (8) minutes after the Tow Contractor received the dispatch will be considered failure to respond and will be subject to remedies as provided in Section 7 of this Tow Contract.
- 3.7.3 If a Tow Contractor passes any Tow Request, the rotation is advanced and the next available Tow Contractor in rotation in the district will be dispatched.
- 3.7.4 If a Tow Contractor is offered a request to tow multiple vehicles, but is unable to take all of the tows, the Tow Contractor will receive no passes if the Tow Contractor is able to take at least one of the tows during the initial dispatch call. If the Tow Contractor tells Tow Desk before the initial call is disconnected that Tow Contractor is unable to accept any of the tows, the Tow Contractor will receive one pass.
 - 3.7.4.1 A Tow Contractor will receive a pass for each declined tow if, after accepting a multiple Tow Request and hanging up or disconnecting from the Tow Desk call, the Tow Contractor calls back to decline any or all of the requests.
- 3.7.5 Tow Contractor must respond to at least ninety percent (90%) of the tow requests dispatched to the Tow Contractor.
 - 3.7.5.1 Failure to respond to at least ninety percent (90%) of the tow requests dispatched in any thirty-(30) day period, or a pattern of failure to respond or unavailability, may result in remedial action by the Tow Board as provided in Section 7 of this Tow Contract.
- 3.8 **Gone On Arrival (GOA)**
 - 3.8.1 If a requested vehicle is gone when Tow Contractor (A) arrives to perform a tow, Tow Contractor (A) will immediately report this to Tow Desk. If the next Tow Contractor (B) in the rotation has been dispatched on a call, Tow Contractor (A) will not receive another Contract tow dispatch until it comes up again in rotation. If no Contract tow has been dispatched since Tow Contractor (A) got the GOA, Tow Contractor (A) will be put back up in rotation and be dispatched on the next request received by Tow Desk.
- 3.9 **Voluntary Withdrawal.** Under certain circumstances, Tow Contractor may, with the Towing Coordinator's prior approval, request temporary removal from the tow rotation. Such voluntary removal will be for a period of not less than 72 hours, or more than 30 days. Tow Contractor's return to the rotation after 30 days will be subject to re-inspection of equipment and facilities and Tow Board approval.
- 3.10 After arrival at the tow scene, Tow Contractor will perform the tow and/or render any necessary service in accordance with this Tow Contract and any directions of police or other Agency personnel. The Tow Contractor will determine the appropriate type of equipment suitable for the circumstances of the tow, as provided under this Tow Contract.

- 3.11 The Tow Contractor is responsible for securing unsafe vehicles or loads if in danger of falling, spilling, tipping or otherwise upsetting. There is no additional fee for this service, unless securing the load requires more than 30 minutes on scene. After 30 minutes on-scene, the Tow Contractor may assess labor fees as provided in Section 5.
- 3.12 **Tow Request Types.** All Tow Contractors will provide towing services in response to the following request types:
- 3.12.1 Agency Tow: Tow or road service of an Agency-owned vehicle or any vehicles towed in error by order of the Agency for which the Agency bears financial responsibility. May be dispatched from any rotation.
- 3.12.2 Class A: Towing or service requests for passenger vehicles or trucks or vans, up to $\frac{3}{4}$ ton size, unloaded. Dispatched from the Class A rotation.
- 3.12.3 Courtesy Tow: A request to have a legally parked vehicle moved to another legal parking place, at no charge to the citizen. The party requesting the move on a Tow-By-The-Hour basis pays for these tows. Tow Contractor is responsible for obtaining billing and destination information and an authorizing signature before leaving the tow scene.
- 3.12.4 Incident Responder Tow: Any tow ordered by an ODOT Incident Responder as defined in Exhibit 5. All Incident Responder tows are handled as Private Non-Preference tows and do not require a release.
- 3.12.5 MC Tow: A requested by an official of Multnomah County or for which MC takes financial responsibility.
- 3.12.6 MCSO Tow: A tow request by a deputy of the Multnomah County Sheriff's Office, as defined in Exhibit 4. Police tows ordered by MCSO require an Administrative Release from MCSO Records.
- 3.12.7 Motorcycle Tow: Request to tow a motorcycle not requiring use of a motorcycle trailer.
- 3.12.8 Penalty: A tow request resulting from a parking violation, not requiring a release. These include tows from tow-away zones, tows of hazardous vehicles and tows for illegal parking.
- 3.12.9 Police Tow (PPB): A request to tow a vehicle resulting from the arrest of the driver (PP: prisoner's property), recovery of a stolen vehicle (RCVD), no insurance (NI), driving while suspended or revoked (DWS or DWR), a formal or temporary Police Hold, or any vehicle otherwise designated as a Police tow by the requesting Agency. Except for stolen recoveries, PPB police tows require an Administrative Release before the vehicle is released to the owner/owner's agent or insurance company. If a Recovered Stolen vehicle tow has had a hold placed on it for any length of time, an Administrative Release is required.
- 3.12.10 Port of Portland Tow Requests: Tow Contractors located in the tow district which encompasses the Portland International Airport and other Port of Portland properties will respond to Port Tow requests, which include any tow ordered by a Port official or Port Police Officer from the Portland International Airport or other location, as defined in Exhibit 3. Except for stolen recoveries and hazards, all Port tows require a release from the Port Police.

- 3.12.11 Portland Streetcar (PS): Tows ordered from the rotation by Parking Enforcement deputies or Portland Streetcar conductors.
- 3.12.12 Private Non-Preference Tow. Tows ordered from the rotation by an Agency as a courtesy to a citizen who has no stated preference for a specific tow company. Usually taken to a location of the citizen's choice (Elsewhere). Fees are assessed in accordance with rates established by this Contract.
- 3.12.13 Private Preference. Tows ordered by an Agency as a courtesy to a citizen who has indicated a preference of tow company to perform the tow. Usually taken to a location of the citizen's choice (Elsewhere). Fees are assessed at the Tow Contractor's private rates.
- 3.12.14 Re-tows. Upon request of an Agency, Tow Contractor will re-tow any vehicle held by the 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 Contract. The Tow Contractor agrees to accept return of all vehicles taken to an Agency storage facility.
- 3.12.15 Tag Warrant: A tow requested by City of Portland Police or Parking Enforcement deputy because of a warrant issued for unpaid parking tickets. Tag Warrant tows require a release from the Circuit Court.
- 3.12.16 TRIMET Tow: Any tow of a citizen-owned vehicle ordered by a TriMet official. Does not require a release.
- 3.13 Tow Contractors choosing to maintain the necessary specialized equipment will be eligible to receive the following types of tow requests:
 - 3.13.1 4 x 4 Request: Towing requests of vehicles when the vehicle location requires a 4-wheel drive type of tow truck for recovery of the vehicle. Dispatched from the 4 x 4 rotation.
 - 3.13.2 Class B: Towing or service requests of vehicles exceeding 10,000 Gross Vehicle Weight (GVW). Dispatched from the Class B rotation.
 - 3.13.3 Class C: Towing or service requests of vehicles exceeding 20,000 GVW. Dispatched from the Class C rotation.
 - 3.13.4 Rollbed Request: Towing requests for vehicles requiring use of a rollbed type of tow truck to avoid causing damage to the towed vehicle. Dispatched from the Rollbed rotation.
 - 3.13.5 Motorcycle Trailer Request: Request to tow a motorcycle using a motorcycle trailer at the request of the owner/owner's agent or to avoid causing damage to the motorcycle. Dispatched from the motorcycle trailer rotation.
- 3.14 Abandoned Vehicle Tow: Any vehicle so designated by an Agency and towable by the Abandoned Tow Contractor.
- 3.15 TriMet Agency Request: Request to tow a vehicle owned or operated by TriMet.
- 3.16 **Road Service.**
 - 3.16.1 When dispatched for any Agency tow, Tow Contractor will determine whether the

Agency vehicle can be made operational with road service equipment required on every Contract tow truck. If possible, the Tow Contractor will make the vehicle operable and avoid the need for towing. In such cases where no tow is needed, Tow Contractor will charge the fee for a Road Service request established in the rate schedule of this Contract. Road Service includes:

- 3.16.1.1 Changing flat tires.
- 3.16.1.2 Providing up to two (2) gallons of gasoline.
- 3.16.1.3 Jump-starts. The type of tow truck must be appropriate to the class of vehicle to be jump-started.
- 3.16.1.4 Winching: Attaching a winch cable to a vehicle in order to pull it free from mud or snow or other impediment.
 - 3.16.1.4.1 Tow Contractors are not required to provide road service for citizens. If a Tow Contractor chooses to accept a road service request for a citizen's vehicle, the tower will inform the citizen of the rates and allow them to decide if they wish to hire the tower before providing the service.

3.17 **General Storage Procedures.**

- 3.17.1 Tow Contractor will store all vehicles towed under this Tow Contract at the storage facility location designated as the primary storage location on the signature page of this Tow Contract.
- 3.17.2 Secondary Storage. After 72 hours in storage, a stored vehicle may be removed by the Tow Contractor to such secondary storage lots as the Tow Board may approve in writing. Tow Contractor must immediately notify the Tow Desk by completing and faxing the approved form (Attachment 9) when a vehicle is moved to secondary storage.
 - 3.17.2.1 If a vehicle has been removed to a secondary facility, Tow Contractor will provide transportation for the vehicle owner/owner's agent 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.
- 3.17.3 If so ordered by an Agency, Tow Contractor will tow vehicles to an Agency designated storage facility.
- 3.17.4 Vehicles up to (twenty) 20 feet in length occupy one storage unit and will be assessed the rate for one storage space. The length of a vehicle is limited to the actual area the vehicle and its load cover or project over.
- 3.17.5 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.
- 3.17.6 Tow Contractor will exercise reasonable care to protect stored vehicles and personal effects contained therein from vandalism, theft or burglary. For purposes of this Tow Contract, reasonable care means, at a minimum:

- 3.17.6.1 Providing a fence that meets all specifications for Tow Board approval.
- 3.17.6.2 Equipping all gates, doors and other openings into the storage facilities with locks to prevent unauthorized entry and keeping all gates, doors and other openings closed and secured at all times except during authorized entry into, or exit from, the storage facility.
- 3.17.6.3 When door keys are available, locking vehicle doors and keeping keys tagged and in an area protected from unauthorized access; closing vehicle windows and sunroofs; using a tarp to protect a vehicle with broken windows or an uncloseable sunroof. No additional fee will be assessed for these services.

3.18 **Police Holds.**

- 3.18.1 Police tows with instructions to hold for fingerprints, investigation, evidence, or VIN inspection must be handled and stored with all due care to avoid interference with police activities and police information. For purposes of this Tow Contract, due care means storing the vehicle in a locked area, secured to prevent entry by staff or any other person, except authorized Agency personnel.
- 3.18.2 If the Tow Contractor receives a tow request requiring secure police hold storage when the Tow Contractor's police hold is full, the Tow Contractor must pass the call.
- 3.18.3 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. Tow Contractor will not provide any information about hold vehicles to anyone except authorized Agency personnel.

3.18.4 **Formal Holds.**

- 3.18.4.1 In most cases, the Tow Contractor will be instructed to take formal hold tows to an Agency storage facility. The Rivergate Police Hold Facility for the Portland Police Bureau is located at: 7027 NW St. Helen's Rd, Portland, Oregon. The Hansen Bldg. Hold Facility for MCSO is located at: 12240 NE Glisan, Portland, Oregon.
- 3.18.4.2 When ordered to take a vehicle to an Agency storage facility for formal police hold, Tow Contractor will provide the Agency lot attendant an invoice complete with all fees owed up to that time, on a Board- approved form. The Tow Contractor will keep one copy of the invoice for the purpose of billing the Agency.
- 3.18.4.3 If a Tow Contractor is instructed to take a formal hold tow to the Tow Contractor's storage lot, or if a formal hold is applied after the vehicle arrives at the Tow Contractor's storage lot, the vehicle will be placed in secure, inside, police hold storage until the Tow Contractor is notified by Tow Desk that the hold is lifted, or until the Agency requests that the vehicle be re-towed.

3.18.5 **Temporary Holds.**

- 3.18.5.1 All vehicles held under a temporary hold, and all others specifically requested, will be placed in secure, inside, police hold storage facilities at the Tow Contractor's storage location for 72 hours, exclusive of weekends and City holidays, unless prior notification is received from PPB Records, Port of Portland Police or MC Records that the hold has been lifted.

- 3.18.5.2 When a temporary hold vehicle is towed, or a temporary hold is applied, after 1630 hours or on a weekend or holiday, the computation of the 72-hour period will not begin until 0800 on the next business day.
- 3.18.5.3 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 Tow Contractor will move the vehicle into sheltered storage for the V.I.N. inspection.
- 3.18.6 **Property Inventory and Condition Report.**
- 3.18.6.1 A vehicle property inventory and condition report, will be prepared by the Tow Contractor on the Board-approved tow invoice (Attachment 1) for every towed vehicle as soon as it is taken into the Tow Contractor's responsibility. Such inventory will include all personal effects visible from outside the towed vehicle and all property contained in pickup beds, trailers, or rollbeds. A copy of this report will be provided to the vehicle owner/owner's agent at the time of the release of the vehicle.
- 3.18.6.2 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 must be tagged with the Tow Number and vehicle license number and noted on the tow invoice inventory list.
- 3.18.6.3 All personal effects removed must be returned to the owner/ owner's agent at the time of release of the vehicle, if not before.
- 3.18.6.4 Tow Contractor may remove a mechanical part, such as a battery or distributor rotor, from the vehicle to prevent unauthorized removal of the vehicle. Tow Contractor will document such removal on the tow invoice inventory list.
- 3.18.6.5 Any parts removed will be returned and reinstalled at the Tow Contractor's expense at the time of release of the vehicle.
- 3.19 Unless the vehicle is subject to Agency instructions to the contrary:
- 3.19.1 Tow Contractor will assist owner/owner's agent, 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.
- 3.19.2 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 anytime during the first 15 days after the completion of the tow. Tow Contractor will provide this service without charge during regular business hours. Tow Contractor may assess an after hours release fee, at the rate specified in this Tow Contract if the owner/owner's agent requests access outside of regular business hours.
- 3.19.3 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 Tow Contractor forecloses a possessory lien as provided by ORS Chapter 87. Tow Contractor will provide such access during regular business hours without charge. Tow Contractor may assess an after hours release fee, at the rate specified in this Tow Contract if the owner/owner's agent requests access outside of regular business hours.

3.20 **Releasing a vehicle.**

- 3.20.1 Except when any type of hold has been applied, Tow Contractor will release recovered stolen vehicles to the vehicle owner/owner's agent without requiring the owner/owner's agent to obtain an Administrative Release. If the Tow Contractor is unsure about the ownership of a recovered stolen vehicle, the Tow Contractor may call PPB Records, Port of Portland police or MCSO Records for assistance.
- 3.20.2 Except for recovered stolen vehicles, Tow Contractor will not release any vehicle towed as a Police Tow without written authorization in the form of an Administrative Release issued by the Agency that requested the tow. See Definitions, 1.36.13 Police Tow.
- 3.20.3 Tow Contractor will not release a vehicle towed as a result of a Tag Warrant without requiring a release from the Circuit Court Parking Office, or other appropriate authority as designated by the Tow Board. If ordered to tow a vehicle for Tag Warrant, the Tow Contractor will tow the vehicle, regardless of the owner's request to release it.
- 3.20.4 Tow Contractor will require the owner/owner's agent to obtain an Administrative Release before releasing any vehicle on which a formal or temporary Police Hold has been placed.
- 3.20.5 When foreclosing a possessory lien, Tow Contractor will obtain an Administrative Release from the appropriate Agency for any vehicle towed as a Police tow at the request of the Port, MCSO or Fairview police and any vehicle towed for Tag Warrant at the request of Portland Parking Enforcement. Such an Administrative Release is also required when a Tow Contractor obtains a dismantling certificate or accepts title in lieu of payment.
- 3.20.6 At the time a vehicle is redeemed, 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.
- 3.20.7 When releasing a vehicle that was towed for a parking violation, the Tow Contractor will deliver the parking citation to the owner/owner's agent redeeming the vehicle.
- 3.20.8 Tow Contractor will issue a written receipt on a Tow Board approved form (Attachment 1) for all payments for towing and storage, drop fees, road service or releases at the scene.
- 3.20.9 Tow Contractor will complete all applicable information requested on the Tow Board approved Tow Invoice, including an inventory and condition report. All fees will be itemized.
- 3.20.10 Tow Contractor will provide the assigned Tow Number or case number as appropriate on the tow invoice when releasing a vehicle. If no Tow Number is assigned, Tow Contractor will enter one of the following, for example: ELSE – elsewhere tow; RAS – release at the scene; DROP – when a drop fee has been collected; CITY – if the towed vehicle is City-owned; AGENCY – when the towed vehicle belongs to any agency of the Tow Contract other than the City of Portland.
- 3.20.11 Tow Contractor will accept the following forms of payment:

- 3.20.11.1 Cash;
- 3.20.11.2 Mastercard and Visa credit cards (other credit cards at the Tow Contractor's discretion);
- 3.20.11.3 Debit cards.
- 3.20.12 Tow Contractor will not assess a surcharge for payment by credit or debit card.
- 3.20.13 During regular business hours, Tow Contractor will have correct change available for cash payments.
- 3.20.14 After hours and on holidays, Tow Contractor will provide, in person or by mail, exact change not later than the end of the business day following receipt of payment.
- 3.20.15 At minimum, a Tow Contractor will provide the following information whenever a vehicle owner/owner's agent inquires about the release of a vehicle:
 - 3.20.15.1 The terms of the storage grace period; no storage charge if a vehicle is redeemed within the first four hours after completion of the tow;
 - 3.20.15.2 When a gate fee is applicable and the amount;
 - 3.20.15.3 That an additional fee is applicable, and how much, if the owner/owner's agent arrives more than one (1) hour after the mutually agreed appointment time;
 - 3.20.15.4 All other applicable charges for towing and storage;
 - 3.20.15.5 Acceptable methods of payment;
 - 3.20.15.6 That if release is requested, the attendant will arrive at the storage facility within one-half hour of the mutually agreed appointment time; and,
 - 3.20.15.7 The forms of documentation required to establish proof of ownership of the vehicle.
- 3.20.16 Upon payment in full of all charges or other arrangements satisfactory to the Tow Contractor, Tow Contractor will, at its option:
 - 3.20.16.1 Permit the owner/owner's agent to enter the premises to retrieve the vehicle, or
 - 3.20.16.2 Position the vehicle either on the Tow Contractor's property or off the property in a legal parking place. If the owner/owner's agent requests that the vehicle be placed on the public right-of-way, Tow Contractor will notify the owner/owner's agent that the vehicle must be removed from the public right-of-way within 24 hours or risk the vehicle being re-towed
- 3.20.17 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.
- 3.21 Tow Contractor will maintain 24-hour, seven days per week telephone service for the release of towed vehicles.

- 3.22 Tow Contractor or the Tow Contractor's designee will be readily available to provide information about a towed vehicle whenever an owner/owner's agent calls. If an owner/owner's agent calls after regular business hours and it is necessary for the Tow Contractor or the Tow Contractor's designee to check for information and call back, the Tow Contractor will call the owner/owner's agent back in no more than thirty (30) minutes.
- 3.23 At all times other than regular business hours, Tow Contractor will have an attendant at the storage facility for vehicle releases within thirty (30) minutes of receiving notice that, either:
- 3.23.1 The vehicle owner/owner's agent is at the storage facility and has requested release of the vehicle; or,
- 3.23.2 The vehicle owner/owner's agent will be at the storage facility within one hour to redeem the vehicle.
- 3.23.3 For the purposes of this section, a telephone request by a vehicle owner/owner's agent constitutes notice of a release request.
- 3.24 In addition to any other remedy provided for elsewhere in this Tow Contract, if 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, Tow Contractor will forfeit any Gate Fee and additional storage charges against the vehicle.
- 3.25 When releasing a vehicle outside of regular office hours, if a Tow Contractor waits at the storage facility for a vehicle owner/owner's agent more than one hour after the appointed time for the release, the Tow Contractor may assess an additional fee equal to one-half the regular gate fee for each extra hour, or part thereof, that the Tow Contractor waits without further contact with the vehicle owner/owner's agent.
- 3.26 Lien Processing.
- 3.26.1 Tow Contractor will advise the Tow Board of its current lien procedures and whether it is using a lien service. Tow Contractor will provide to the Tow Board a copy of the current lien notification letter used for vehicles towed under this Tow Contract and a description of the timing and steps taken to assert and foreclose a possessory lien.
- 3.26.2 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.
- 3.26.3 All unclaimed or unredeemed vehicles will be appraised in accordance with the requirements of ORS 819.230, as it may be amended, by a licensed vehicle appraiser.
- 3.26.4 At the expiration of the redemption period as prescribed by State law, Tow Contractor may assert or process any valid liens on all unclaimed or unredeemed vehicles. Tow Contractor will process such liens on unclaimed or unredeemed vehicles within ninety (90) days of the first opportunity to do so.
- 3.27 Notification. Within thirty (30) minutes after leaving the scene of any tow request, regardless of its disposition, Tow Contractor will notify and provide Tow Desk with

such information regarding the tow and the towed vehicle as the Tow Board requires, in the order specified below. This list may be amended by the Tow Board at any time.

- 3.27.1 A description of a vehicle including, at a minimum:
 - 3.27.1.1 License plate,
 - 3.27.1.2 Issuing state,
 - 3.27.1.3 Vehicle identification number (V.I.N.),
 - 3.27.1.4 Make,
 - 3.27.1.5 Model,
 - 3.27.1.6 Body style,
 - 3.27.1.7 Year,
 - 3.27.1.8 Color,
 - 3.27.1.9 Whether the vehicle appears to be driveable,
 - 3.27.1.10 Whether the keys are available,
 - 3.27.1.11 Time of arrival on scene,
 - 3.27.1.12 Time of departure from the scene,
 - 3.27.1.13 Driver identification number, and,
 - 3.27.1.14 Tow truck number or identification.
- 3.27.2 If it becomes necessary to re-check any information about a towed vehicle, the Tow Contractor will provide such information within thirty (30) minutes of receiving the request.
- 3.27.3 Tow Contractor will promptly notify Tow Desk by facsimile transmission, using a Tow Board-approved form (Attachment 5) within eight (8) hours, after release of a vehicle.
- 3.27.4 Tow Contractor will immediately notify Tow Desk when foreclosing a possessory lien, accepting a vehicle title in lieu of towing and storage fees, or obtaining a dismantling certificate.
- 3.27.5 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. Tow Contractor will immediately notify Tow Desk of any discrepancies found in the daily report of vehicle releases.
- 3.28 Inspection and Retention of Records.
 - 3.28.1 The Tow Contractor will retain all records, including but not limited to tow invoice copies, police releases, lien records (i.e., lien letter, proof of certified mailing, DMV

printouts, appraisals, etc.), vehicle release records, and inventory and condition reports for inspection, audit and copying for six (6) years from the date of termination of this Tow Contract.

- 3.28.2 Within 24 hours of the Tow Board's request, Tow Contractor will make available any records regarding its work under this Tow Contract for inspection, audit or copying by the Tow Board, or its authorized representative.
- 3.28.3 Tow Contractor will retain all equipment and facilities inspection records for the term of this Tow Contract.
- 3.28.4 When the Tow Board requests information regarding any tow performed under this Tow Contract, the Tow Contractor will provide complete and accurate information within 24 hours of the Tow Board's request.
- 3.29 Staffing Requirements. Tow Contractor will maintain on staff the following personnel at all times during the term of this Tow Contract:
 - 3.29.1 An attendant will be on duty at the Tow Contractor's primary storage facility during regular business hours, except Agency holidays and after 1200 on New Year's Eve and Christmas Eve. On duty means physically present and available by telephone at the primary storage facility.
 - 3.29.2 Tow Contractor will maintain at least one registered tow driver on duty at all times in each tow district where the Tow Contractor is on rotation. The on-duty tow driver is to respond to Contract towing requests in their district as the first priority.
 - 3.29.3 Tow Contractor will retain on staff a number of qualified drivers, registered with the Tow Board, based on the average number of tows/month in the previous calendar year:
 - 3.29.3.1 Less than or equal to 100 tows/month = 4 drivers on staff, with 3 available at all times.
 - 3.29.3.2 More than 100 tows/month = 5 drivers on staff, with 4 available at all times.
 - 3.29.4 All persons driving tow trucks in the process of transporting property owned by others are required to maintain a valid driver's license issued by 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.
 - 3.29.5 Tow Contractor will have a dispatcher on duty at the Tow Contractor's dispatching facility during regular business hours, except Agency holidays and after 1200 on New Year's Eve and Christmas Eve. At all other times, the Tow Contractor will have a dispatcher on duty, either at the Tow Contractor's dispatching facility or at another location specified in the Statement of Qualifications as "Dispatcher's address."
- 3.30 Contract Certification. All Tow Contractor personnel performing the duties of this Tow Contract will, within six (6) months of employment, provide proof of completion of the Tow Contract Certification requirements.
- 3.31 Driver Certification. All tow truck drivers must, within six (6) months of employment, pass a towing and contract competency assessment approved by the Board and administered by the Towing Coordinator or other Board-approved instructor.

- 3.32 Tow Contractors will establish and enforce a dress code and hygiene standard applicable to staff at all times when on duty under the Tow Contract. Dress code must include a uniform of the tow contractor's choice and closed-toe work shoes.
- 3.33 All tow drivers must wear reflective clothing, that meets ANSI standards for visibility, whenever hooking a vehicle or providing road service.
- 3.34 Equipment. Tow Contractor will maintain and have available the following equipment at all times during the term of this Tow Contract:
 - 3.34.1 Adequate equipment to safely tow or transport motorcycles, including motorcycle straps.
 - 3.34.2 A minimum number of Class A tow trucks, determined by the monthly average number of tow requests during the immediately previous calendar year.
 - 3.34.2.1 Tow Contractors located in districts with an average monthly volume of 100 or fewer tow requests will have at least three (3) Class A trucks available at all times.
 - 3.34.2.2 Tow Contractors located in districts with an average monthly volume of more than 100 tow requests will have at least four (4) trucks available at all times.
 - 3.34.3 At least two of the required number of trucks available will be of the wheel-lift type.
 - 3.34.4 Each registered tow truck must have mounted in the cab, and clearly visible to the tow driver, a "Report Pollution" sticker provided by the Bureau of Environmental Services.
 - 3.34.5 Tow Truck Classifications.
 - 3.34.5.1 Each Class A tow truck will have, as a minimum, the following specifications:
 - 3.34.5.1.1 At least ten thousand (10,000) pounds manufacturer's gross vehicle weight rating (GVWR).
 - 3.34.5.1.2 Capacity for towing and recovery operations for passenger cars, pickup trucks up to $\frac{3}{4}$ ton size unloaded, small trailers or equivalent vehicles weighing less than 10,000 pounds GVW.
 - 3.34.5.1.3 Class A trucks may be wheel-lift, eagle-claw, easy loader, rollbed or sling trucks.
 - 3.34.5.2 Each Class B tow truck will have, as a minimum, the following specifications:
 - 3.34.5.2.1 At least nineteen thousand (19,000) pounds GVWR.
 - 3.34.5.2.2 Capacity for towing and recovery operations for medium sized trucks, trailers, motor homes less than 25 feet in length or equivalent vehicles in excess of 10,000 pounds GVW, but less than 20,000 pounds GVW.
 - 3.34.5.2.3 A minimum ten (10) ton boom rating.
 - 3.34.5.2.4 Class B trucks may be either wheel-lift or under lift trucks with frame forks having a minimum lifting capacity of six thousand 6,000 pounds.

- 3.34.5.3 In order to qualify for the Class C rotation, Tow Contractor will have at least one tandem axle truck with, the following minimum specifications:
 - 3.34.5.3.1 At least forty-four thousand (44,000) pounds GVWR.
 - 3.34.5.3.2 Capacity for towing and recovery operations for large trucks, trailers, motor homes greater than 25 feet in length or equivalent vehicles weighing more than 20,000 pounds GVW.
 - 3.34.5.3.3 A minimum twenty-five (25) ton boom rating.
- 3.34.5.4 A single axle truck of at least thirty-three thousand (33,000) pounds GVWR, may qualify as supplemental Class C equipment if equipped with an underlift with a minimum ten thousand (10,000) pounds extended rating and air brake capability.
- 3.34.6 Vehicle Equipment. All tow trucks will be equipped as follows at all times when operating under this Tow Contract:
 - 3.34.6.1 Permanent labeling on each side door of the vehicle with the Tow Contractor's name, City, State. Tow Contractor's name will be displayed in letters not less than three (3) inches high. City and State will be in letters not less than one (1) inch high.
 - 3.34.6.2 Tow trucks may not display advertising for any business other than the Tow Contractor, without prior Board approval.
 - 3.34.6.3 Every tow truck operating under this Contract will have a Board-approved identification plate permanently secured on each side of the truck in a location specified by the Board. If it is not possible to attach the plates in the Board approved location, Tow Contractor will submit a request for an alternative placement to be approved by the Towing Coordinator prior to permanent installation. This plate will be issued by the City of Portland to each tow truck approved for use under this Contract. The plate remains the property of the City of Portland and will be surrendered to the City in the event of termination of this Contract, retirement of the equipment or transfer of the equipment to another district.
 - 3.34.6.4 Thomas Bros. Map Guide Book, not more than 2 years old.
 - 3.34.6.5 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.
 - 3.34.6.6 Upper and lower lights mounted behind the cab of the tow truck capable of illuminating the area of the tow scene under conditions of poor visibility.
 - 3.34.6.7 Portable auxiliary brake lights, emergency flasher, turn signal, and taillight with protective pads/covers to prevent paint damage, for use on towed vehicles.
 - 3.34.6.8 A clearly audible warning alarm, designed to sound when the tow vehicle is shifted into reverse to signify that the vehicle is backing.
 - 3.34.6.9 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.

- 3.34.6.10 A broom, shovel, container for accident debris, ten (10) pounds of grease and fluid absorbent material, and any other tools and equipment necessary to clean up an accident scene in accordance with state and local law.
- 3.34.6.11 At least six (6) flares or other emergency reflective devices.
- 3.34.6.12 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.
- 3.34.6.13 Two-way radio equipment or cellular telephone capable of communicating with the Tow Contractor's dispatcher at all times. Such equipment must be approved and licensed in accordance with federal law.
- 3.34.6.14 Any other equipment required by state law.
- 3.34.7 All Class A vehicles will be equipped as set forth in 3.34.6 above and, in addition, carry other equipment as follows:
 - 3.34.7.1 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. All wire rope will be in good condition, free of flat spots and frays.
 - 3.34.7.2 Tools and equipment for providing minor repairs, including:
 - 3.34.7.2.1 Tire changing equipment, including a tire wrench and vehicle jack;
 - 3.34.7.2.2 Jumper cables;
 - 3.34.7.2.3 Gasoline can or other gasoline-transferring device.
 - 3.34.7.3 Tow dolly, and all equipment for securing a vehicle on the dolly. Dolly tires will be in good condition and have not less than 3/32nds inch of tread.,
 - 3.34.7.4 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.
 - 3.34.7.5 Six ton boom rating dual or single boom with dual or single winches to control a minimum of one service cable.
 - 3.34.7.6 Trailer ball hitches to fit all conventional trailers.
 - 3.34.7.7 For the purposes of this Tow Contract, rollbeds are considered Class A vehicles, regardless of GVWR and must be equipped as a Class A truck with the following exceptions:
 - 3.34.7.7.1 Rollbeds will have at least 35 feet of wire rope.
 - 3.34.7.7.2 Rollbeds will not be required to carry dollies.
 - 3.34.7.7.3 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 to prevent paint damage, for use on towed vehicles.

- 3.34.8 All Class B vehicles will be equipped as set forth in 3.34.6 above, and, in addition, will carry:
 - 3.34.8.1 A minimum of 100 feet of wire rope at least seven-sixteenths (7/16) inch in diameter. All wire rope must be in good condition, free of flat spots and frays.
 - 3.34.8.2 Appropriate tools and equipment for removing and replacing a driveline.
- 3.34.9 All Class C vehicles must be equipped as set forth in 3.34.6 above, and, in addition, will be equipped as follows: *(During the term of this contract, Class C requirements may be moved to a separate Class C only contract.)*
 - 3.34.9.1 A minimum of 150 feet of wire rope, at least five-eighths (5/8) inch diameter. All wire rope must be in good condition, free of flat spots and frays.
 - 3.34.9.2 Air brakes and an air system capable of supplying air to the towed vehicle.
 - 3.34.9.3 Appropriate tools and equipment for removing and replacing a driveline.
 - 3.34.9.4 For each Class C tow truck, Tow Contractor will show current evidence of having passed an annual safety inspection by the Oregon State Police, Oregon Department of Transportation or other equivalent organization.
 - 3.34.9.5 Class C Tow Contractors will demonstrate compliance with Federal Motor Carrier Safety Regulations, including:
 - 3.34.9.5.1 General Driver Qualifications (391.11)
 - 3.34.9.5.2 Physical Qualifications for Drivers (391.41)
 - 3.34.9.5.3 Equipment Inspection and use of Pre-trip by driver (392.7)
 - 3.34.9.5.4 Inspection, Repair and Maintenance in its entirety. (396.3)
 - 3.34.9.6 Class C Tow Contractors will demonstrate compliance with Oregon Revised Statutes (ORS), including:
 - 3.34.9.6.1 Class of Licenses (807.031)
 - 3.34.9.6.2 Kinds of Endorsements (807.035)
 - 3.34.9.6.3 Driving While Suspended (811.175)
 - 3.34.9.6.4 Criminal Driving While Suspended (811.182)
 - 3.34.9.7 Class C Tow Contractors will demonstrate compliance with all Oregon Department of Transportation Motor Carrier Enforcement Division permit requirements and attachments, including:
 - 3.34.9.7.1 Division 75, Mobile/Modular Homes and movement of such,

- 3.34.9.7.2 Division 76, Tow permits for Class B and Class C wreckers,
- 3.34.9.7.3 Division 82, Heavy Haul for Landoll Requests or Equipment.
- 3.34.10 All tow trucks used for towing services under this Tow Contract must be registered with and approved by the Tow Board prior to their use on Tow Contract tows. No tow truck will be approved unless it meets the equipment standards set forth above and, in addition, is owned by or is under the exclusive control of Tow Contractor by means of a lease or other documented rental agreement.
- 3.34.11 Tow trucks used for towing services under this Tow Contract will meet the following age standard:
 - 3.34.11.1 Class A - not more than eight (8) years old,
 - 3.34.11.2 Class B – not more than ten (10) years old,
 - 3.34.11.3 Class C – not more than twenty (20) years old, unless a waiver is approved by the Tow Board.
 - 3.34.11.4 A waiver of the age limitation for tow trucks may be obtained by submission of maintenance records for two years immediately preceding the application and approval by the Tow Board.
- 3.34.12 All tow trucks used in performance of this Tow Contract will be maintained at a level of general condition which includes:
 - 3.34.12.1 Cab interior free of dirt and grease;
 - 3.34.12.2 Complete instrumentation;
 - 3.34.12.3 Complete interior panels;
 - 3.34.12.4 Clean passenger seatbelts, upholstery surfaces and floor;
 - 3.34.12.5 Exterior paint intact.
- 3.35 Storage Facilities. Tow Contractor will not use any storage facility for storing vehicles towed under this Tow Contract until such facility has been inspected and approved by the Tow Board, or its designee.
 - 3.35.1 The Tow Contractor’s primary storage facility will be located within the towing district assigned to the Tow Contractor.
 - 3.35.2 The Tow Contractor’s storage facility will comply with City/County zoning requirements.
 - 3.35.3 All storage areas will be under Tow Contractor's exclusive control and will be maintained at all times free of debris, refuse, animal waste, standing water, mud and oil.
- 3.36 Vehicle Storage.

- 3.36.1 The minimum storage requirement may be met by combining primary and secondary storage capacities. The primary storage location must have not less than 5,000-sq. ft. of vehicle storage capacity, not including office facilities or Police Hold.
- 3.36.2 Minimum required storage capacity will be determined by the average monthly volume of tow requests in the district during the immediately previous calendar year. Tow Contractor will have a primary storage facility with a minimum capacity, not including Police Hold storage, as follows:
 - 3.36.2.1 In districts averaging less than 60 tow requests, Tow Contractors will have not less than 5,000 sq ft of storage space.
 - 3.36.2.2 In districts averaging 61 to 200 tow requests, Tow Contractors will have not less than 10,000-sq. ft. of storage space.
 - 3.36.2.3 In districts averaging 201 or more tow requests, Tow Contractors will have not less than 15,000-sq. ft. of storage space.
 - 3.36.2.4 Tow Contractor's storage facility will maintain the following standards at all times:
 - 3.36.2.4.1 Be completely enclosed by a fence, or other secure enclosure, at least six feet tall and topped with not less than three strands of taut, barbed wire;
 - 3.36.2.4.2 Fences will be free of holes or weak spots which could allow unauthorized entry;
 - 3.36.2.4.3 All gates, doors and other openings into storage facilities will be equipped with locks to secure against unauthorized entry and will be kept closed, except as necessary for moving vehicles into or out of the facility; and,
 - 3.36.2.4.4 Storage facilities will have a structure or enclosure maintained to prevent unauthorized entry or unauthorized removal of stored vehicles or their contents, especially with regard to high value property and vehicles.
 - 3.36.2.4.5 Storage facilities will be marked with a sign, at or near the entrance to the storage facility, that is:
 - 3.36.2.4.5.1 Clearly visible from the public right-of-way; and,
 - 3.36.2.4.5.2 Has letters not less than 2 inches high, stating:
 - 3.36.2.4.5.2.1 Tow Contractor's name;
 - 3.36.2.4.5.2.2 Tow Contractor's telephone numbers for information during regular business hours and after hours;
 - 3.36.2.4.5.2.3 Tow Contractor's regular business hours;
 - 3.36.2.4.5.2.4 That an after hours service charge (gate fee) may be levied for release of vehicles or their contents after regular business hours; and,
 - 3.36.2.4.5.2.5 The amount of the gate fee.

- 3.37 Police Hold Storage. 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 investigation by Agency personnel.
- 3.37.1 Each police hold storage facility will be located within the Contract towing district assigned to the Tow Contractor, except as provided in Section 3.37.2. Any Tow Contractor not continuing from the 2007-2008 Contract term, must provide a police hold facility in each towing district assigned to the Tow Contractor.
- 3.37.2 Tow contractors with multiple district locations that have been given permission by the Tow Board, prior to the 2008-2011 Contract term, for use of a single facility for police holds, may continue to do so. Such permission will continue in effect except in the event that the Tow Contractor moves to another location or adds another district location. If a single location is used as the police hold facility for more than one district, the facility must be large enough to accommodate at least one vehicle per district and meet all equipment requirements. Tow drivers are responsible to notify Tow Desk of the specific location where a vehicle is being held, if not in the district where the tow was requested.
- 3.37.3 Police Hold storage facilities will have all the following characteristics:
 - 3.37.3.1 Floored with pavement, concrete or sealed decking;
 - 3.37.3.2 Fully secured from weather and unauthorized entry;
 - 3.37.3.3 Clearly marked to prohibit unauthorized entry;
 - 3.37.3.4 Free of dirt, dust, oil spills, animal waste, and loose items such as equipment or auto parts;
 - 3.37.3.5 Protected from contamination by foreign substance;
 - 3.37.3.6 Fitted with a 110-volt grounded outlet and sufficient lighting to illuminate the working area; and,
 - 3.37.3.7 Equipped with a clean writing surface, large enough to hold investigators' equipment while processing a vehicle.
- 3.38 Office/Dispatching Facilities. Tow Contractor will have a dispatching facility in two-way voice communication with Tow Contractor's tow trucks at all times.
 - 3.38.1 Tow Contractor will have at least one telephone and two telephone lines exclusively for receiving tow requests by voice.
 - 3.38.2 At least one telephone number will be answerable at the primary storage facility at all hours.
 - 3.38.3 Tow Contractor's dispatching facility may be located in two or more different locations provided that:
 - 3.38.3.1 Each location is equipped with equipment for two-way voice communication with Tow Contractor's tow trucks at all times; and,

- 3.38.3.2 Each location is equipped with at least one telephone and two telephone lines exclusively for voice communication; and,
- 3.38.3.3 At least one such location has a dispatcher on duty at all times; and,
- 3.38.3.4 The Tow Desk can reach the Tow Contractor's dispatcher by telephone at all locations by dialing one of not more than two telephone numbers.
- 3.38.4 Tow Contractor will have a facsimile machine installed on a line dedicated to fax transmissions only, fully supplied and ready to receive and transmit at all times. Facsimile machines will be set to identify the sender at all times.
- 3.38.5 Tow Contractors' office facilities will be equipped to send and receive e-mail communication.
- 3.38.6 Tow Contractor's storage facility and any vehicle release location will have a customer reception area which includes:
 - 3.38.6.1 Accommodations, in compliance with the Americans with Disability Act (ADA) to serve persons with disabilities;
 - 3.38.6.2 A clearly marked entry that is clean, well lit and free of debris;
 - 3.38.6.3 A clean, well-lit counter space for writing; and,
 - 3.38.6.4 Seating for at least one person while waiting to be served.
- 3.39 Emergency Communications. In the event of a general emergency which threatens public safety or security, Tow Contractors may be required to put into practice special procedures for communications or operations not anticipated by this Contract. In such an event, Tow Contractors will be given instructions as events occur. The Tow Board in cooperation with the Bureau of Emergency Communications (BOEC) and the Industry Representatives will develop and implement a plan for communication between the Tow Desk and Tow Contractors in the event of extreme emergency. When such a system is ready for implementation, an amendment will be prepared and incorporated into this Tow Contract. Any Tow Contractor may choose to terminate its Tow Contract without penalty upon written notice delivered to the Towing Coordinator no later than ten days following incorporation of the amendment into this Tow Contract.
- 3.40 Monthly Employee and Equipment Update Report
 - 3.40.1 Whenever an employee is hired or terminated, the Tow Contractor will immediately notify the Tow Board through the Towing Coordinator by completing and faxing the "Notice of New Hire"/ "Notice of Termination" form to the Revenue Bureau. (Attachment 2)
 - 3.40.2 Each month, Tow Contractor will be provided a list of all staff persons registered with the Towing Coordinator for work on the Tow Contract. By the tenth day of each month, Tow Contractor will make changes to the list and submit it to update the City's record.. The Tow Contractor is to supply the full names, dates of birth, driver's license numbers, social security number, driver and/or Tow Contract certification dates for every employee

working in connection with Tow Contract activities. An asterisk (*) will identify additions or deletions from the previous month's list.

- 3.40.3 Each month, Tow Contractor will be provided a list of all tow trucks and other towing equipment registered for use on this Tow Contract. The registration will contain the license number, vehicle identification number (VIN), vehicle make and year, equipment identification, district number, equipment type and inspection date of each piece of equipment. An asterisk (*) will identify additions or deletions from the previous month's list.
- 3.40.4 The Tow Board, in its discretion, may require Tow Contractor to provide an updated list at any time, in addition to the monthly reports.
- 3.40.5 Late submission of monthly reports will be reported to the Tow Board and be considered when evaluating Tow Contractors for contract extensions.
- 3.40.6 Tow Contractor will inform the Tow Board by the tenth day of the month following any vehicle accident involving a towing vehicle operated by the Tow Contractor, or the Tow Contractor's employees or agents, which is required to be reported to the State. The Tow Board may consider the accident, and the surrounding circumstances, in reviewing future applications for a Tow Contract, or in determining appropriate sanctions or remedies under the Tow Contract, and may reject future applications based on accident history.
- 3.40.7 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 Tow Contractor's performance of this Tow Contract for any criminal offenses including, but not limited to 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.
- 3.40.8 The Tow Board may consider the arrest, charge, conviction or sentencing in determining appropriate sanctions or remedies under the Tow Contract, and may reject future applications based on criminal history.
- 3.40.9 Tow Contractor will require all persons involved in the performance of this Tow Contract to execute a confidentiality agreement before commencing any work under this Tow Contract. The Tow Contractor will provide a signed Confidentiality Agreement form (Attachment 3) for each person performing under the Tow Contract within one month of starting work.
- 3.41 Prohibitions
- 3.41.1 Tow Contractor will not interfere with or injure the Tow Contract rights of any other Tow Contractor.
- 3.41.2 Tow trucks will be approved for Contract use and registered in only one Tow District at a time. Trucks may be transferred to another district only after inspection and approval by the Towing Coordinator on behalf of the Board.

- 3.41.3 Tow Contractor will not cause damage to the persons or property of others while performing under the Tow Contract.
- 3.41.4 Tow Contractor will not make any false statements of material fact, or omit disclosure of material fact in performance of this Tow Contract.
- 3.41.5 Tow Contractor will not subcontract its work under this Tow Contract, in whole or in part, without the prior written approval of the Tow Board.
- 3.41.6 Tow Contractor will not assign this Tow Contract, or any right or obligation of this Tow Contract, in whole or in part, without the prior written approval of the Tow Board.
- 3.41.7 Tow Contractor and Tow Contractor's employees will not carry firearms during performance of this Tow Contract, unless:
 - 3.41.7.1 Such firearm is secured in a locked storage space, such as a glovebox or gun safe, or;
 - 3.41.7.2 Such firearm is equipped with a trigger lock device and routinely kept locked.
- 3.41.8 Tow trucks are not authorized as emergency vehicles. As such, unless specifically directed by an authorized Agency employee, Tow Contractors are prohibited from:
 - 3.41.8.1 "Running code" by operating overhead emergency lights while en route to or from a tow scene.
 - 3.41.8.2 Disobeying traffic control devices (traffic lights, stop signs, etc.)
 - 3.41.8.3 Use of any type of siren.
- 3.41.9 Tow Contractor will not monitor the police radio, or the Parking Enforcement/Tag Dispatch radio, for gain or profit.
- 3.41.10 Tow Contractor will not solicit information as to accident locations by payment of any form of gratuity.
- 3.41.11 Tow Contractor will not solicit at the scene of an accident or disabled vehicle. Tow Contractor may render assistance without charge to clear the public streets or highways of any debris or obstruction, or to render any other safety or humanitarian need.
- 3.41.12 Tow Contractor will not require performance of repair work on a vehicle involved in an accident or breakdown in connection with providing towing service for such vehicle. Tow Contractor will also not endorse any automotive repair or body shop or attempt to influence a vehicle owner/owner's agent to chose a particular repair or body shop.
- 3.41.13 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. Tow Contractor may make emergency alterations when necessary to permit the safe towing of a vehicle.
- 3.41.14 Tow Contractor will not tow any vehicle which is occupied by any person, except as specifically directed by a police officer.

- 3.41.15 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 Tow Contract.
- 3.41.16 Tow Contractor will not use profane or obscene language which offends a customer or any other person.
- 3.41.17 Tow Contractor will not be verbally or physically offensive, abusive, disrespectful or discourteous to any customer, motorist, Agency employee or any other person.
- 3.41.18 Tow Contractor will not touch any customer, motorist, Agency employee or any other person, except in self-defense when threatened with imminent physical harm to him/her self or another person.
- 3.41.19 Tow Contractor will not remove any parts, property or personal effects or any other thing from a vehicle, except as specifically permitted in the Tow Contract, or at the explicit request of the vehicle owner/owner's agent.
- 3.41.20 Tow Contractor will not operate in performance of the Tow Contract while consuming alcohol, or while under the influence of alcohol.
- 3.41.21 Tow Contractor will not operate in performance of the 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 Tow Contract.
- 3.41.22 Tow Contractor will not operate any vehicle or other equipment in performance of the Tow Contract in a careless, reckless, or negligent manner.
- 3.41.23 Tow Contractor will not operate a towing vehicle in the commission of a crime.
- 3.41.24 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.
- 3.41.25 Tow Contractor will not require any vehicle owner/owner's agent to make any statement or sign any document relieving the 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.
- 3.41.26 Tow Contractor will not use information obtained through performance of the Tow Contract to interfere with the performance of Agency employees' duties.
- 3.41.27 Except as directed by a public safety officer, Tow Contractor will not operate any vehicle towed under this Tow Contract, except in the Tow Contractor's storage facility, and then only for the purpose of repositioning the vehicle for storage.
- 3.42 Confidentiality and Non-Disclosure
 - 3.42.1 While performing under this Contract, Tow Contractor may have access to, and become aware of, information that involves the pursuit of, apprehension and prosecution of criminals and/or is of a highly confidential or sensitive nature. Tow Contractor will treat all information obtained in the course of Tow Contract work as confidential. Tow

Contractor will not disseminate any information to anyone except as provided by this Tow Contract.

- 3.42.2 Tow Contractor will include disciplinary procedures in its personnel policy to allow Tow Contractor to discipline employees who violate this section or the Confidentiality Agreement. Tow Contractor will maintain a written copy of the personnel policy on file with the Tow Board.
- 3.43 Complaint Handling.
- 3.43.1 Tow Contractor will provide the name, address, policy number and phone number of its insurance agent(s) and the insurance company which issued its policy to any person who requests such information.
- 3.43.2 Tow Contractor will provide to the Towing Coordinator the name and contact telephone number of the person assigned to complaint handling for the Tow Contractor.
- 3.43.3 Tow Contractor will adhere to the Complaint Handling Procedures established and approved by the Tow Board for resolution of complaints against the 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 The Agencies will dispatch Tow Contractor for towing requests for which the Tow Contractor is eligible, 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 Tow Contractor continues to be dispatched for tow requests under this contract, notwithstanding such termination.
- 4.3 The Agencies, acting through the Tow Board will provide an example of the approved Tow Invoice to be used on all Tow Contract tows. (Attachment 1)
- 4.4 The Tow Board, acting through the Towing Coordinator will assign Employee Identification numbers to every person registered to perform work under the Tow Contract pending receipt of required documents and preliminary approval of the DMV record. The Towing Coordinator will notify the Tow Contractor of the assigned number for each employee when it is issued.
 - 4.4.1 Tow drivers are not eligible to perform contract tows until they are assigned an Employee Identification number. During the term of this contract, photo identification issued by the City Revenue Bureau will be required of all contract employees.
 - 4.4.2 An employee will retain the same Employee Identification number when changing his/her place of employment to another Tow Contractor.
- 4.5 The Tow Board, acting through the Towing Coordinator will assign Tow Truck Identification numbers to every tow truck registered for use on Contract tow requests.

The Towing Coordinator will notify the Tow Contractor of the number for each tow truck after it has passed inspection.

- 4.5.1 If a Tow Contractor with contracts in multiple districts chooses to move a tow truck from one district to another, the Towing Coordinator will assign the truck a new number and a new identification plate for the appropriate district. Tow Contractor will return the old plates or upon approval apply them to another piece of tow equipment.
- 4.6 Formal Police Holds
 - 4.6.1 The Agencies agree to notify the Tow Contractor through the Tow Desk when a formal hold is lifted that causes the dispatch of a re-tow to the Tow Contractor's lot. Fees for a re-tow from formal police storage back to the Tow Contractor's lot will be assessed at a rate established by this Contract and will be the responsibility of the vehicle owner or owner's agent when redeeming the vehicle.
 - 4.6.2 For a vehicle placed under formal police hold and re-towed to an Agency-designated storage facility, the Agency will pay the Tow Contractor for the original tow at the rate set forth in this Tow Contract, plus the re-tow.
- 4.7 The Agencies will pay the Tow Contractor within 60 days of an Agency's acceptance of a correct billing submitted by the Tow Contractor for a tow performed under this Tow Contract.
- 4.8 The Agencies, acting through the Tow Board, will provide, to the Tow Desk and the Tow Contractors, maps of the entire area served by this Tow Contract showing the boundaries for each district.
- 4.9 The Agencies, acting through the Tow Board, will establish all special rotations and provide Tow Contractors' telephone numbers and addresses to Tow Desk.
- 4.10 The Agencies, acting through the Tow Board, will provide, to the Tow Desk and the Tow Contractors, a list of all Tow Contractors in each district in the order of the rotation including telephone numbers and addresses, and indicating on which rotations each Tow Contractor is included.
- 4.11 No later than the fifth day of each month, the Towing Coordinator as designee of the Tow Board, will send each Tow Contractor an invoice (Attachment 4) for City service fees collected by the Tow Contractor on vehicles released in the previous month. Included with the invoice will be two reports for the purpose of reconciling the 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 Tow Contractor's due date for payment of City service fees will be adjusted as provided in the mailing.
- 4.12 Not later than the 5th day of each month, the City of Portland Revenue Bureau, will send each Tow Contractor an invoice for Parking Enforcement (PE) service fees collected in the previous month. Such fees will be collected by the Tow Contractor on vehicles towed at the request of Parking Enforcement and released to the owner. Anytime this billing is not sent by the 5th of the month, the Tow Contractor's due date for payment of PE service fees will be adjusted as noted on the invoice.

- 4.13 No later than the fifth day of each month, the Towing Coordinator as designee of the Tow Board, will send each 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 Tow Contractor's due date for submission will be adjusted as provided in the mailing.
- 4.14 The Towing Coordinator as designee of the Tow Board, will distribute the minutes of the bi-monthly Tow Board meetings and a proposed agenda for the next meeting.
- 4.15 In the event of a rate change, the Towing Coordinator as designee of the Tow Board, will notify all Agencies, Tow Contractors and the Tow Desk.

Section 5. Compensation.

5.1 General Compensation

- 5.1.1 Class A or B combination vehicles, such as a vehicle pulling a trailer, will be towed separately by two tow trucks from the same Tow Contractor and assessed two tow fees, two dispatch fees and two city service fees.
 - 5.1.1.1 If a Tow Contractor is unable to respond to a combination tow request with two tow trucks of the appropriate class or type, Tow Desk will offer the tows to subsequent Tow Contractors in the rotation until one is found with two trucks available. The Tow Contractors who declined the combination tow will receive no passes and the rotation will not advance.
- 5.1.2 In the event that circumstances require Tow Contractor to use specialized equipment not addressed by this Tow Contract in the performance of a Tow Contract tow or recovery, 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.
- 5.1.3 Nothing contained in this Tow Contract is to be construed as requiring the 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 Tow Contractor pursuant to this Tow Contract, other than Private Preference tows, Tow Contractor will charge at a rate not to exceed the rates established in this Contract.
- 5.1.4 After completion of the first year of this Tow Contract, the Tow Board in its sole discretion, may adjust the rates established in this Tow Contract by an amount not to exceed the official Consumer Price Index (CPI) recognized by the City of Portland Office of Finance and Administration.
- 5.1.5 Fuel allowance. A portion of the basic tow fee will be specifically allotted for fuel costs. Increases in this fee will be determined annually, at the same time as the CPI increase. Changes in the fuel allowance will be calculated based on fluctuations in the average retail per gallon cost of fuel as quoted by the American Automobile Association.
- 5.1.6 The average retail per gallon cost of fuel as quoted by the American Automobile Association (AAA) will be the basis for determining changes in the amount of the Fuel Allowance. In the event of an increase of 25% or more within a 30-day period, the Board in its sole discretion may allow Tow Contractors to assess a temporary fuel surcharge fee,

additional to other fees for towing and storage to defray these costs. Unless fuel prices return to pre-surcharge levels, the Board may consider making such surcharge a permanent part of the approved tow fees.

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

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

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

5.2 **Compensation to Tow Desk**

5.2.1 For each vehicle moved or towed, Drop fee or tow fee collected from the tow scene of a dispatched call, 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 Tow Contract. Late payment to Tow Desk will also be reported to the Tow Board and taken into consideration when the Board evaluates Tow Contractors for contract extensions.

5.2.2 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 Fee**

5.3.1 A City of Portland Service Fee, in the amount of ten dollars (\$10.00) as established by the Tow Board, will be added to the charges for all Police, Penalty, Private Non-Preference, Tag Warrant, Elsewhere tows and Releases at the Scene, regardless of which Agency requested the tow.

5.3.2 The City Service Fee will not apply to tow charges paid by any Agency.

5.3.3 Tow Contractor will pay to the City of Portland the amount of the City Service Fee collected by the Tow Contractor for all vehicles redeemed, except Private Preference tows.

5.3.4 The City Service Fee will not be collected on, nor payable to, the City of Portland for Private Preference tows, Police Re-tows, Service Calls, or Drops which terminate without the completion of a tow.

5.3.5 Tow Contractor will pay the sum of City Service Fees collected in the previous month, on or before the tenth day of the next month.. Such fees will be mailed or delivered to: Towing Coordinator, P.O. Box 8572, Portland OR 97207-8572. Late payment of City

Service Fees will also be reported to the Tow Board and taken into consideration when the Board evaluates Tow Contractors for contract extensions.

5.3.6 In the event a towed vehicle has been redeemed and the Tow Contractor fails or neglects to collect the City Service Fee from the person redeeming the vehicle, Tow Contractor remains liable for the payment of the fee to the City of Portland.

5.4 **Rates for Towing.** The schedule of rates for all services under this Tow Contract will be as follows, subject to the exceptions set out in this Tow Contract, and excluding Private Preference tows:

5.4.1 **Rates for Agency tow requests.** *(Proposed changes in agency rates are subject to approval by the agencies and may not be applicable until the next budget cycle.)*

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

5.4.1.2 Agency tows or any tow for which an Agency accepts financial responsibility, Road Service requests, and Police Re-tows, including Re-tows of Agency-owned vehicles will be assessed at the following rates:

5.4.1.2.1 Class "A": Towing of an Agency 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. An amount established by the Board as the dispatch fee plus any applicable evener will be added. During regular business hours:

5.4.1.2.1.1 Towing of a Class A Agency vehicle due to a breakdown or accident/recovery \$52.00

5.4.1.2.1.2 Agency class "A" tows at times other than during regular business hours, excluding holidays \$58.00

5.4.1.2.1.3 Class "B": If vehicle to be towed or recovered exceeds 10,000 GVW and requires a "B" class tow truck, the Agency rate will be \$120.00 base, plus \$14.00/quarter-hour on scene, after 30 minutes 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.

5.4.1.2.1.4 Class "C": If an Agency vehicle to be towed or recovered exceeds 20,000 GVW and requires a "C" class tow truck, the Agency rate will be \$168.00 base, plus \$21.00/quarter-hour on scene, after 30 minutes on scene, plus all towed mileage.

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

5.4.1.2.1.5 Police re-tows:

5.4.1.2.1.5.1 Class A re-tows \$46.00, plus dispatch;

- 5.4.1.2.1.5.2 Class B re-tows\$120.00
base, plus \$14.00 per quarter hour, after 30 minutes time on scene, plus dispatch fee plus
out of district mileage for all districts except District 3;
- 5.4.1.2.1.5.3 Class C re-tows \$168.00 base,
plus \$21.00 per quarter hour, after 30 minutes time on scene, plus dispatch fee, plus all
towed mileage.
- 5.4.1.2.1.6 Out of District or Excessive Mileage for Agency tows
- 5.4.1.2.1.6.1 Class A tows requiring travel outside of the assigned district, per out of district towed
mile \$3.50.
- 5.4.1.2.1.6.2 Class B tows requiring travel outside of the assigned district, per out of district towed
mile \$3.75
- 5.4.1.2.1.6.3 Class C per towed mile for all towed miles \$4.00
- 5.4.1.2.1.6.4 Tow Contractors are permitted to assess a fee for out of district/excessive mileage when
the actual distance towed exceeds 8 miles.

5.4.2.2.1.5 **Agency vehicle Road Service**

- 5.4.2.2.1.5.1 Class A vehicle \$40.00 + Dispatch Fee
- 5.4.2.2.1.5.2 Class B vehicle..... \$58.00 + Dispatch Fee
- 5.4.2.2.1.5.3 Class C vehicle..... \$92.00+ Dispatch Fee

5.4.3 **Rates for Non-Agency Tow Requests:**

- 5.4.3.2 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 includes the first 1/2 hour of standby and/or recovery
..... \$103.00(+ evener)
- 5.4.3.3 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, after 30 minutes 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 is..... \$236.00 base, plus \$35.00/quarter-
hour, after 30 minutes 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 **Courtesy/Tow by The Hour:**

5.4.4.1.1 **Class A**

5.4.4.1.1.1 First 1/4 hour \$35.00.

5.4.4.1.1.2 Each additional 1/4 hr or part thereof \$17.00.

5.4.4.1.2 Class B - \$148.00 base, plus \$23.00/quarter hour or part thereof.

5.4.4.1.3 Class C - \$236.00 base, plus \$35.00/quarter-hour or part thereof.

5.4.4.1.4 Time begins when the tow truck arrives at the tow scene (10-97) and ends when the hook up is complete and the tow truck is leaving the tow scene (10-15 or 10-10).

5.4.4.1.5 A Dispatch fee established by the Tow Board will be added to the Courtesy/Tow by The Hour fee for each vehicle moved or towed.

5.4.4.1.6 Tow by The Hour charges are payable by the person or agency requesting the tow service. Tow Contractor will obtain billing information and authorizing signature from the responsible party.

5.4.5 **Special Rotation Requests.**

5.4.5.1 All rolled tows will be assessed at the Class A rates for Agency and non-Agency requests.

5.4.5.2 All requests for four-wheel drive tow trucks will be assessed at the Class A rates for Agency and non-Agency requests.

5.4.5.3 Requests for service requiring a motorcycle trailer will be assessed at the Class A rates for Agency and non-Agency requests.

5.4.5.4 Requests for Landoll trailer or tractor will be assessed at the Class C rates for Agency and non-Agency requests.

5.4.6 **Standby or recovery time.**

5.4.6.1 Time begins 30 minutes after the tow truck arrives at the tow scene and ends when tow is fully hooked up.....\$17.00
per 1/4 hour or part thereof, after 30 minutes at the tow scene.

Beginning and ending times must be written on the receipt and reported to the Tow Desk.

5.4.7 **Out of District Mileage.**

5.4.7.1 Out of District or Excessive Mileage for Non-Agency tows:

5.4.7.1.1 Class A (per out of district towed mile)..... \$4.00.

5.4.7.1.2 Class B (per out of district towed mile)..... \$4.50

5.4.7.1.3 Class C (all towed miles)..... \$5.75

- 5.4.7.2 On tow requests requiring travel outside the assigned tow district, or when the towed distance exceeds 8 miles, Tow Contractor may assess a fee for out of district/excessive mileage.
- 5.4.8 Assessment for extra person \$40.00/hour on scene
- 5.4.9 Assessment for extra truck (includes one extra man):
 - 5.4.9.1 Class A.....\$46.00 for first ½ hr, plus \$17.00 per ¼ hour thereafter, on scene;
 - 5.4.9.2 Agency Class B..... \$92.00 per hour on scene;
 - 5.4.9.3 Non-Agency Class B \$107.00 per hour on scene;
 - 5.4.9.4 Agency Class C.....\$127.00 per hour on scene;
 - 5.4.9.5 Non-Agency Class C \$178.00 per hour on scene.
- 5.4.10 Tow Contractor will notify Tow Desk of the need and reason for an extra truck or extra person and provide the times of arrival (10-97) and departure (10-15 or T-6) of the extra truck or person from the scene.
 - 5.4.10.1 Tow Contractor may be required to provide documentation of necessity in support of an assessment for an extra person or extra truck if so requested by the Towing Coordinator.
- 5.4.11 **Gate Fee.**
 - 5.4.11.1 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.
 - 5.4.11.2 Agencies are not responsible for payment of after hours release fees (gate fees) between 0800 and 1800 on Saturdays.
 - 5.4.11.3 Time and date of any after-hours access must be noted on the tow receipt to verify assessment of a gate fee.
 - 5.4.11.4 Tow Contractor may assess a Gate Fee on official Agency holidays. However, the Gate Fee is not allowed on December 24 (Christmas Eve) and December 31 (New Year’s Eve) between the hours of 1200 noon and 1800, except in years when these dates fall on Saturday or Sunday.
- 5.4.12 **Drop Fee**
 - 5.4.12.1 Except when instructed otherwise by police or other official, once a Tow Contractor has arrived at the location of a requested penalty tow and has attached equipment for towing, the Tow Contractor may require payment of a Drop Fee plus Dispatch Fee, as provided in this Tow Contract before releasing the vehicle to the owner/owner’s agent or operator.
 - 5.4.12.2 If the vehicle owner/owner’s agent returns to the vehicle after attachment of tow equipment, but before the tow truck is in motion, the tow driver will inform the vehicle owner/owner’s agent of their right to have the vehicle released upon payment of the Drop Fee, as follows:

5.4.12.2.1 Class A \$40.00 + Dispatch Fee

5.4.12.2.2 Class B \$57.00 + Dispatch Fee

5.4.12.2.3 Class C \$92.00 + Dispatch Fee

5.4.13 **Release at the Scene (RAS)**

5.4.13.1 Except when instructed otherwise by police or other official, when a Tow Contractor has arrived at the location of a requested penalty tow and has completed the attachment of equipment for towing and is in motion with the vehicle in tow, the Tow Contractor may assess the full tow fee, including the Dispatch fee and City Service fee, provided in this Tow Contract before releasing the vehicle to the owner/owner's agent or operator.

5.4.13.2 If the vehicle owner/owner's agent returns to the vehicle when the tow truck is in motion, the tow driver will inform the vehicle owner/owner's agent of their right to have the vehicle released upon payment of the tow fee.

5.4.13.3 This fee for Release At the Scene (RAS) will equal the sum of the tow fee, plus the City Service Charge, plus the dispatch fee.

5.4.14 **Lien Filing Fee.**

5.4.14.1 After a vehicle has completed 7 days in storage, the Tow Contractor may recoup lien-filing expenses actually incurred.

5.4.14.2 For vehicles valued at up to \$2,500.00, the Tow Contractor will recoup not more than \$40.00. Such charges must be itemized on the tow invoice and documentation provided to the vehicle owner or the Towing Coordinator, on request.

5.4.14.3 For vehicles valued over \$2,500.00 or vehicles registered outside of the state of Oregon, the Tow Contractor may recoup up to \$98.00 in lien filing expenses for obtaining registered owner information, certified mail and mandatory advertising. Tow Contractor must make a prior written request and provide documentation to the Towing Coordinator for approval of lien fees in excess of \$40.00.

5.5 **General Storage Rates**

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

5.5.2 The area for which the storage fee may be assessed is limited to the actual area that the vehicle and its load cover or project over.

5.5.3 For the purpose of determining storage charges, twenty-four (24) hour periods will be used, beginning when the tow is called in to Tow Desk as complete.

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

5.5.5 **Agency Storage Rates.**

5.5.5.1 No storage charges will accrue against Agency-owned vehicles, provided the vehicle is removed or re-towed the following business day.

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

5.5.5.3 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:

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

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

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

5.5.5.4 Vehicles occupying more than one storage unit:

5.5.5.4.1 21 feet to 40 feet long \$21.00 per day

5.5.5.4.2 Vehicles over 40 feet in length \$24.00 per day

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

5.5.6 **Non-Agency Storage Rates.** Subject to such exceptions as are contained in this Tow Contract, the storage rates for all Non-Agency towed vehicles, except Private Preference tows, are as follows:

5.5.6.1 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:

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

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

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

5.5.6.2 Vehicles occupying more than one storage unit:

5.5.6.2.1 Vehicles 21 feet to 40 feet long \$30.00 per day

5.5.6.2.2 Vehicles over 40 feet in length \$39.00 per day

5.5.6.3 Tow Contractor must measure and document on the tow invoice the actual size of any vehicle for which more than one storage unit fee per day is assessed.

5.5.7 **Storage Grace Period**

5.5.7.1 If a towed vehicle is redeemed within the four hours following the tow, no storage fee will be assessed. The four-hour storage grace period begins at the time the completion of the tow is called in to Tow Desk. After the grace period has expired, storage is calculated from the time when the tow was called in to the Tow Desk as complete.

5.5.7.2 Storage on private preference tows may begin at the time the towed vehicle enters the

storage lot.

5.5.8 Storage Assessment for Police Hold vehicles.

5.5.8.1 For the first 48 hours after the start of a temporary or formal hold period, the 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.

5.5.8.2 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.

5.5.8.3 When a temporary or formal hold is lifted or expires, 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 Tow Contractors and the Tow Desk.

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

6.2.1 Determine if Tow Contractors are in compliance with the Tow Contract and hear and investigate complaints regarding the performance of the Tow Contractors.

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

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

6.2.6 Establish selection criteria and methods, and select eligible Tow Contractors for certification by the Agencies and the City Council.

6.2.6.1 Establish the minimum level of experience required for participation in this Tow Contract.

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

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

6.3 **Tow Districts**

6.3.1 The Tow Board will establish tow district boundaries within Multnomah County and provide a map illustrating those boundaries to the Tow Desk.

6.3.2 The Tow Board reserves the right, in its sole discretion, to modify dispatching districts and procedures at any time.

6.4 **Rotations**

6.4.1 The Tow Board will establish district rotations and special rotations for each tow district.

6.4.2 It is in the public interest to foster competition and to allow for the development of diverse, independent businesses to better serve the public. Accordingly, no person will have a "substantial financial interest" in more than one municipal tow contract in any given Tow District. In addition, no person will have a "substantial financial interest" in more than three (3) municipal tow contracts (including towing, dispatching and abandoned vehicle towing) without Tow Board approval. A "substantial financial interest" in a municipal tow contract occurs when a person owns more than 33% of the tow company that is a party to that municipal tow contract.

6.4.3 The Tow Board will establish a list of eligible Tow Contractors to operate in rotation within each dispatching district in Multnomah County.

6.4.4 Assignment of the towing districts for dispatching will be determined by the location of each Tow Contractor's primary storage facility.

Section 7. Termination and Remedies.

7.1 **Non-compliance**

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

7.2 **Termination**

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

7.2.2 Unilateral Termination. The Agencies, acting through the Tow Board, or any individual Agency, or the Tow Contractor on sixty (60) days written notice to the other party(ies), may terminate this Tow Contract for any reason deemed appropriate in its sole discretion.

- 7.2.3 Termination by an Agency. Each of the Agencies may unilaterally terminate its participation in this Tow Contract without cause upon delivery of written notice of termination to the other parties as provided in Section 20 of this Tow Contract.
- 7.2.4 Termination for Failure to Report Criminal Activity. The Tow Board may immediately, unilaterally terminate this Tow Contract, without prior notice, if the Tow Contractor fails to report any 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 Tow Contractor's performance of this Tow Contract as required by Section 3.40.7 of this Tow Contract.
- 7.2.5 Termination due to Breach. Either the Agencies, acting through the Tow Board, or the Tow Contractor may terminate this Tow Contract in the event of a breach of the Tow Contract by the other party or parties. The Agencies, acting through the Tow Board, may also terminate this Tow Contract for Tow Contractor's failure to comply with any local, state, or federal laws, or directives of the Tow Board. Prior to such termination, the party seeking the termination will give to the other party written notice of the breach as provided in Section 20 of this 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 Tow Contract at any time thereafter by giving a written notice of termination.

7.3 **Remedies.**

- 7.3.1 Tow Contractor agrees that upon notification by the Agencies, acting through the Tow Board, that Tow Contractor has breached this Tow Contract and failed to cure the breach, the Agencies acting through the Tow Board may terminate this 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:
- 7.3.1.1 Direct Tow Contractor to make restitution or adjustment to any person aggrieved or damaged by Tow Contractor's breach; and/or,
- 7.3.1.2 Direct Tow Contractor to make changes or adjustments in its operating methods, procedures, personnel, facilities, or equipment, reasonably designed to prevent recurrence of the breach; and/or,
- 7.3.1.3 Suspend this Tow Contract for a period up to sixty (60) days, or until such time as the breach is cured; and/or,
- 7.3.1.4 Assess penalties for breach of the contract.
- 7.3.1.4.1 The Tow Board may assess financial penalties in amounts up to \$500 per breach. The penalties determined by the Tow Board may be per day, per occurrence or other measure of breach, as may be deemed appropriate by the Tow Board.
- 7.3.1.4.2 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 other damages which are difficult to accurately measure. In determining the amount of penalties, the Tow Board will 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.

7.3.1.4.3 The Towing Coordinator, as designee of the Tow Board, is authorized to assess financial penalties for routine or minor breaches of this 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 bi-monthly meeting of the Tow Board, following the assessment.

7.3.2 **Schedule of financial penalties:**

7.3.2.1	Improperly equipped truck truck, per occurrence.	\$25.00 per missing item per
7.3.2.2	Insufficient staffing or trucks available without prior arrangement with the Towing Coordinator.	\$50.00 per occurrence
7.3.2.3	Late Response or Failure to perform.	\$75.00 per occurrence
7.3.2.4	Late Arrival for release of a vehicle	\$50.00 per occurrence
7.3.2.5	Late call-in of information to Tow Desk.	\$50.00 per occurrence
7.3.2.6	Failure to use back-up alarm when backing a tow truck at a tow scene.	\$50.00 per occurrence
7.3.2.7	Missing or incorrect information on the tow bill:	
7.3.2.7.1	Tow Number	\$75.00 per occurrence.
7.3.2.7.2	Date of Tow	\$15.00 per occurrence.
7.3.2.7.3	Requested by	\$15.00 per occurrence.
7.3.2.7.4	Released To Name	\$15.00 per occurrence
7.3.2.7.5	Released To Address	\$15.00 per occurrence.
7.3.2.7.6	Released To Phone	\$15.00 per occurrence.
7.3.2.7.7	Type of tow	\$15.00 per occurrence.
7.3.2.7.8	Driver Number	\$15.00 per occurrence.
7.3.2.7.9	Truck Number	\$15.00 per occurrence.
7.3.2.7.10	Hold Information (if applicable)	\$25.00 per occurrence.
7.3.2.7.11	Dollies	\$15.00 per occurrence.
7.3.2.7.12	Release date	\$25.00 per occurrence.
7.3.2.7.13	Release time	\$25.00 per occurrence.

7.3.2.7.14	Unitemized billing	\$50 per occurrence
7.3.2.7.15	Code Hearings phone or address	\$75 per occurrence.
7.3.2.7.16	Undocumented Standby charge fee.	\$25.00 plus refund of standby
7.3.2.7.17	Undocumented extra person or truck	\$25.00 plus refund of extra fee.
7.3.2.7.18	Requesting Agency	\$15.00 per occurrence.
7.3.2.7.19	Keys	\$15.00 per occurrence.
7.3.2.7.20	Driveable	\$15.00 per occurrence.
7.3.2.7.21	Vehicle Condition	\$25.00 per occurrence
7.3.2.7.22	Vehicle Contents	\$25.00 per occurrence.
7.3.2.8	Release of vehicle without Police Release	\$75 per occurrence.
7.3.2.9	Release of a vehicle with a current temporary or formal hold.	\$100.00 per occurrence
7.3.2.10	Failure to clean up at accident scene and/or notify the Bureau of Environmental Services (BES) when absorbent material has been applied	\$50 per occurrence
7.3.2.11	Failure to provide reasonable protection from weather, i.e., closing windows, sunroofs, covering with tarp, etc..	\$25.00 per occurrence
7.3.2.12	When keys are available, failure to close and lock doors.	\$25.00 per vehicle, per occurrence
7.3.2.13	Call Jumping	\$100 per occurrence.
7.3.2.14	Cross response out of district	\$50 per occurrence.
7.3.2.15	Police Hold Conditions violation	\$100 per occurrence.
7.3.2.16	Failure to accept a valid credit or debit card	\$25.00 per occurrence.
7.3.2.17	Overcharging	50% of amount of overcharge or \$25.00, whichever is more plus refund of overage.
7.3.2.18	Late response (waiver request or payment) to penalty assessment	surcharge of 5% of the amount of the penalty
7.3.2.19	Use of a non-standard or incorrect tow	Full refund of all towing

- invoice form. and storage fees paid to the Tow Contractor, plus \$25.00 penalty.
- 7.3.2.20 Failure to notify Tow Desk of an MCSO hold \$100.00 per occurrence
- 7.3.3 **Excessive Passes.**
- 7.3.3.1 Failure to respond to 90% of Tow Contract tow requests received in a calendar month, when the total number of tow requests in the month is more than 50:
- 7.3.3.1.1 First offense in a 12 month period, beginning with the effective date of this Tow Contract Notice to Tow Board and written warning.
- 7.3.3.1.2 Second offense in 12 months 14-day suspension.
- 7.3.3.1.3 Third offense in 12 months Hearing before the Tow Board for possible termination for breach of Tow Contract.
- 7.3.3.1.4 Whenever the Tow Contractor's total number of Contract tow requests received in a month is less than 50, the number of passed calls will not exceed 15% of tow requests. Failure to respond to at least 85% of tow requests may result in the disciplinary actions described above.
- 7.3.4 **Returned Checks**
- 7.3.4.1 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:
- 7.3.4.1.1 \$25.00 penalty for the first and second occurrences;
- 7.3.4.1.2 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.
- 7.4 **Summary Suspension.**
- 7.4.1 Except as provided, the Agencies, acting through the Tow Board, will notify the Tow Contractor of any alleged breach and provide a reasonable opportunity for the Tow Contractor to be present and be heard before any determination of violation is made and any action taken by the Tow Board.
- 7.4.2 The Tow Board may summarily suspend this Tow Contract for a period of up to thirty (30) days when there is reason to believe that Tow Contractor has breached this Tow Contract, or violated the Tow Board's rules and directives, or any City, State or Federal laws and 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 and any further remedies. Grounds for such suspension include, but are not limited to the following:

- 7.4.2.1 Failure to maintain adequate insurance coverage or bond as required by this Tow Contract.
- 7.4.2.2 Failure to properly safeguard vehicles or their contents.
- 7.4.3 Failure to disclose any employees, owners or persons associated with the Tow Contractor's performance of this Tow Contract so they may be submitted to a DMV and criminal background check.
 - 7.4.3.1 Use of substandard, unauthorized or dangerous equipment.
 - 7.4.3.2 Failure to maintain any equipment required under this Tow Contract.
 - 7.4.3.3 Failure to pay collected City Service Fees in a timely fashion.
 - 7.4.3.4 Failure to pay Dispatch Contractor timely for dispatch services rendered.
 - 7.4.3.5 The commission of any crime by Tow Contractor, or any owner, part owner, partner, business associate, principal party, officer, or director.
- 7.4.4 Because of the need to take prompt action to safeguard the interests of the Agencies and citizens, 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 Tow Contractor as a result.
- 7.4.5 Neither termination nor suspension of this Tow Contract will relieve Tow Contractor from the obligations of this Tow Contract pertaining to vehicles and their contents under Tow Contractor's custody and control at the time the termination or suspension becomes effective. If the Tow Board suspends or terminates this Tow Contract, the Tow Board may require Tow Contractor, at Tow Contractor's cost and expense, to deliver to any designated location any vehicles towed pursuant to this Tow Contract and in Tow Contractor's custody and control. Tow Contractor will forfeit all accrued towing and storage charges against such vehicles. In the event 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 Tow Contractor is liable for all costs and expenses incurred in such removal.
- 7.4.6 This Tow Contract may be suspended or terminated for violations of previous tow contracts between the City and the Tow Contractor.

Section 8. Vehicle Damage Inspection Panel (VDIP).

Tow Contractor, or any person claiming that their vehicle or its personal effects have been damaged while in the possession of the Tow Contractor, may request an inspection by the Vehicle Damage Inspection Panel (VDIP). The members of the VDIP panel are 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. Tow Contractor agrees to comply with the rules, regulations and directives of such panel. 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 Tow Contract breaches or violations by the 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 Tow Contractor reasonable notice and opportunity to appear for a hearing to discuss the complaint(s). The committee has the authority to determine if a Tow Contract breach or violation has occurred and to interpret the Tow Contract language regarding such alleged breaches or violations. Tow Contractor agrees to abide by all the rules, regulations, directives and determinations of the committee. If the Tow Contract 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 Tow Contract, the term of this Tow Contract will be from October 1, 2008, or the date of approval by the City Council, through September 30, 2011. The Agencies reserve the right to terminate this Tow Contract at any time prior to the completion of the term, according to the terms and conditions herein.
- 10.2 The Towing Board of Review acting on behalf of the Agencies, reserves the right in its sole discretion, to extend this Tow Contract for one year at a time, up to two additional years. No rights of the Tow Contractor will extend beyond the term of this Tow Contract and approved extensions. However, all necessary Contract obligations of Tow Contractor will survive termination of this Tow Contract.
 - 10.2.1 In order to determine those Tow Contractors who qualify for extension of this contract, a performance review of the 2008-2011 contract period will be conducted by the Towing Coordinator and other designees on behalf of the Tow Board and will include, but not be limited to:
 - 10.2.1.1 Surprise equipment inspection;
 - 10.2.1.2 Surprise facilities inspection;
 - 10.2.1.3 Timely payment of Tow Desk fees;
 - 10.2.1.4 Timely payment of City and Parking Enforcement service fees;
 - 10.2.1.5 Timely submission of monthly update reports of staff and equipment changes;
 - 10.2.1.6 Audit of ten (10) randomly selected invoices for Contract tows;
 - 10.2.1.7 Excessive passes;
 - 10.2.1.8 Late response ratio;

- 10.2.1.9 Number of uncertified staff;
- 10.2.1.10 Complaint ratio.
- 10.2.2 Tow Contractors will be eligible to receive up to ten (10) points in each category. A matrix with an explanation of each item will be developed and distributed to the Board providing a Tow Contractor's score in each category. The Towing Coordinator will make recommendations at the September Tow Board meeting for award of extensions based on the matrix point score.
- 10.3 After the expiration of the last extension year of the Tow Contract, the Tow Contract will continue in effect from month-to-month, unless terminated by either party upon thirty (30) days written notice. In no event will the Tow Contract be continued beyond ninety (90) days after the last extension year's expiration. No rights of the Tow Contractor will extend beyond the term of this Tow Contract however, all necessary Contract obligations of Tow Contractor will survive termination of this Tow Contract.
- 10.4 New Tow Contractors not continuing from the previous contract will be approved on a probationary basis for the first year. At the end of the first year of the Tow Contract, probationary contractors will be reviewed for certain performance criteria as provided in Section 10.4.1. New Tow Contractors found to have performed satisfactorily will be allowed to continue for the remaining term of the Tow Contract and will be eligible for contract extensions, as approved by the Board. New Tow Contractors that fail to perform satisfactorily in the first year of the contract may have their Tow Contract cancelled and not be eligible for extension years.
 - 10.4.1 The criteria for review of New Tow Contractors will include, but not be limited to:
 - 10.4.1.1 Timely payment of Tow Desk fees,
 - 10.4.1.2 Timely payment of city service fees,
 - 10.4.1.3 Timely submission of all required monthly reports,
 - 10.4.1.4 No months with excessive passes,
 - 10.4.1.5 Successful re-inspection of equipment and facilities,
 - 10.4.1.6 Audit of one month's tow invoices with an error rate of less than 10%,
 - 10.4.1.7 Contract and driver certification, as appropriate, of all staff within six months of hire,
 - 10.4.1.8 Complaint ratio of not more than 1% of all tow requests.

Section 11. Compliance with Laws.

- 11.1 In connection with its activities under this Contract, the Tow Contractor will comply with all applicable federal, state and local laws and regulations.
- 11.2 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 Tow Contractor provides goods or services to the City in the aggregate in excess of \$2,500.00 per fiscal year, the Tow Contractor will obtain the City's Equal Employment Opportunity certification and will comply with federal, state, and local laws and regulations that prohibit discrimination.
- 11.4 **Compliance with public contract laws.**
- 11.4.1 Tow Contractors 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.
- 11.4.1.1 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.
- 11.4.1.2 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.
- 11.4.1.3 Pursuant to ORS 279.316, no person shall 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.

- 11.4.1.4 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.
- 11.4.1.5 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.
- 11.4.1.6 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.
- 11.4.1.7 Pursuant to ORS 279.445, in each contract awarded by a public contracting agency, the contractor shall 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.
- 11.4.1.8 The contractor shall 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.
- 11.4.1.9 Pursuant to ORS 279, and in accordance with 1999 House Bill 2574, Contractor shall demonstrate that an employee drug testing program is in place.

Section 12. Oregon Law and Forum.

- 12.1 This Tow Contract is construed according to the laws of the State of Oregon.
- 12.2 Any litigation between the Agencies and the Tow Contractor, arising under this Tow Contract, or out of work performed under this Contract, will occur, if in the state court, in

the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.

Section 13. Indemnification.

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

Section 14. Insurance.

- 14.1 Liability Insurance. The Tow Contractor shall maintain public liability and property damage insurance that protects the 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 Tow Contractor's work under this Tow Contract, including all operations of subcontractors. Such insurance must provide coverage of not less than \$1,000,000 combined single limit per occurrence, with aggregate of \$1,000,000 for bodily injury or property damage. The limits of the insurance will be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of the 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 Tow Contractor shall provide a new policy with the same terms. The 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 Tow Contractor.
- 14.2 Garagekeepers Insurance. Tow Contractor shall maintain primary fire and theft insurance (garagekeepers insurance) to protect stored vehicles in a minimum amount of \$100,000.
- 14.3 Cargo Insurance. Tow Contractor shall 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 Tow Contractor shall provide an endorsement for all vehicles used in performing services under this Tow Contract, for all insurance described in this section.

- 14.6 Each tow truck used for Tow Contract tows must carry an insurance identification card with the VIN of the truck at all times.
- 14.7 Worker's Compensation Insurance
- 14.7.1 The Tow Contractor, its subcontractors, if any, and all employers working under this 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, must be attached to this Tow Contract as Exhibit 1, if applicable, and be incorporated herein and made a term and part of this Tow Contract. The Tow Contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Tow Contract.
- 14.7.2 In the event the Tow Contractor's workers' compensation insurance coverage is due to expire during the term of this Tow Contract, the 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 Tow Contractor agrees to provide the Tow Board such further certification of workers' compensation insurance as renewals of the insurance occur.
- 14.8 The Tow Contractor will maintain on file with the Tow Board a certificate of insurance certifying the coverage required by this section. The adequacy of the insurance will be subject to the approval of the City Attorney. Failure to maintain insurance will be cause for immediate termination of this Tow Contract by the Tow Board and in such circumstances the notice requirements otherwise provided herein will not apply.

Section 15. Performance and Payment Bond.

The 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 and will name as additional obligees each Agency and its officers, agents, employees, Commissioners and Directors.

Section 16. Subcontracting.

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

Section 17. Assignment.

The Tow Contractor shall not assign this 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.

Tow Contractor shall 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 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 Tow Contractor and anyone acting on behalf of Tow Contractor under this Tow Contract, and 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 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 specifies 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 Tow Contractor to the address provided on the signature page of this Tow Contract.

Section 21. Severability.

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

Section 22. Integration.

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

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

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

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

Section 24. Commencement of Work.

- 24.1 The Tow Contractor agrees that work done pursuant to this Tow Contract will not begin until after:
 - 24.1.1 Insurance and bonding is approved by the City Attorney, as provided by Sections 14 and 15 of this Tow Contract, and,
 - 24.1.2 This Tow Contract is fully executed by the 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 Tow Contract as provided by Section 10 of this Tow Contract.

Section 25. Amendments.

- 25.1 The Agencies, acting through the Tow Board, and the Tow Contractor may amend this Tow Contract at any time only by written amendment executed by the Agencies and the Tow Contractor. The Tow Board may agree to and execute any amendment on behalf of the Agencies, except amendments requiring expenditure of Agency funds.
- 25.2 Any change in the provisions of this Tow Contract will be deemed an amendment subject to this section.

Section 26. Prohibited Interest.

- 26.1 No Agency officers or employees shall have any direct or indirect financial interest in this Tow Contract during their tenure, or for one (1) year thereafter.
- 26.2 No Agency officer or employee who participated in the award of this Tow Contract may be employed by the Tow Contractor during the period of the Tow Contract.

Section 27. Payments to Vendors and Subcontractors.

The Tow Contractor shall pay in a timely manner all suppliers, lessors and contractors providing it services, materials or equipment for carrying out its obligations under this Tow Contract. The Tow Contractor shall not take or fail to take any action in a manner that causes the Agencies or any materials that the 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 Tow Contract are intended to assist the reader. Capitalization and punctuation, or lack thereof, will not affect the meaning of any defined term.

TOW CONTRACTOR

CITY OF PORTLAND (for all named Agencies)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Primary Storage Location

Secondary Storage Location

Business License Number: _____

Approved as to Form :

Shane Abma
Deputy City Attorney

LIST OF EXHIBITS

- | | |
|------------|---|
| Exhibit 1. | Certificate of Insurance |
| Exhibit 2. | Towing Procedures for City of Portland |
| Exhibit 3. | Towing Procedures for Port of Portland |
| Exhibit 4. | Towing Procedures for Multnomah County |
| Exhibit 5. | Towing Procedures for Oregon Department of Transportation Incident Response |
| Exhibit 6. | Towing Procedures for TriMet |
| Exhibit 7. | Towing Procedures for Portland Streetcar. |

EXHIBIT 1 Certificate of Insurance

EXHIBIT 2

TOWING PROCEDURES FOR CITY OF PORTLAND TOWS

- 2.1 City of Portland Tow Requests may originate from the Portland Police Bureau, Parking Enforcement, Bureau of Maintenance fleet services, or other City agencies.
- 2.2 If an officer or City of Portland Parking Enforcement Deputy leaves a tow scene without either placing a red “TOW” tag on the vehicle or marking the citation with the word “TOW,” the Tow Contractor will contact the Tow Desk. Tow Contractor will request that the officer return to the tow scene to stand by until the vehicle is towed or to provide written tow authorization.
- 2.3 **Billing the City of Portland for towing services.**
 - 2.3.1 To ensure timely payment for tows to Rivergate, the Tow Contractor will:
 - 2.3.1.1 Complete an approved tow invoice, and;
 - 2.3.1.2 Have the attendant sign the invoice as the person receiving the vehicle, and;
 - 2.3.1.3 Leave a copy of the invoice with the Rivergate attendant, and;
 - 2.3.1.4 At least once per month, send the pink copies of all Rivergate tow invoices to Police Fiscal Services, attention: Bill Rath, 1111 SW 2nd Avenue, Room 1406, Portland OR 97204.
 - 2.3.2 To bill for providing road service or towing a City fleet vehicle, the Tow Contractor will:
 - 2.3.2.1 Send the pink invoice copies and billing to Bureau of General Services, attention: Janice Young, Fleet Services, 1120 SW 5th Avenue, Room 1204, Portland OR 97204.
 - 2.3.3 To bill for services provided to Stanton Yard or the Maintenance Bureau, the Tow Contractor will:
 - 2.3.3.1 Send invoice copies and TBTH billing to Larry Wolf, Bureau of Maintenance, 2929 N Kerby, Portland OR 97227.
- 2.4 **Mission Tows.**
 - 2.4.1 Missions are large-scale police operations by PPB, or one of several specialized task forces. In a mission, suspects are arrested and their vehicles seized.
 - 2.4.2 When possible, Tow Contractors in affected districts will receive nonspecific advance notice of Missions in order to assure adequate staffing.
 - 2.4.3 When an officer is ready to order a tow or tows, Tow Contractor will be given the precise location and the number of vehicles to be towed.
 - 2.4.4 Tow Contractors will be dispatched according to the regular rotation, and assigned specific and the number of vehicles to be towed.

- 2.4.5 Tow Contractors will be dispatched according to the regular rotation, and assigned specific vehicles for towing.
- 2.4.6 Tow Contractor will be dispatched only as many tows as the Tow Contractor has tow trucks registered within the district, and immediately available.
- 2.4.7 The Police officer(s) in charge at the tow scene of a mission will notify Tow Contractor, through Tow Desk, of the appropriate destination for each tow, either Rivergate Police Hold facility or the Tow Contractor's storage yard. In order to maintain the chain of evidence, Tow Contractor will take the towed vehicle directly to the assigned destination without delay.

2.5 Parking Enforcement Towing

2.5.1 Parking Enforcement Service fees

- 2.5.1.1 During the term of this Tow Contract, a new service fee will be applied to all tows requested by Parking Enforcement, except for Abandoned Vehicle tows.
- 2.5.1.2 The amount of this fee will be \$13.00 for each vehicle towed at the request of Parking Enforcement. The Tow Contractor will be allowed to retain \$1.00 of this amount to cover handling and credit card fees.
- 2.5.1.3 The City of Portland Revenue Bureau will invoice the Tow Contractors each month at the same time as the billing for the City service fees. Payment will be due on the same date designated for the City service fees.

2.5.2 Towing from Portland Streetcar tracks

- 2.5.2.1 Parking Enforcement Deputies will cite vehicles blocking transit on the streetcar tracks and request the tow of such vehicles through the Tow Desk.
- 2.5.2.2 Tow Contractor will arrive at the scene of a request to tow from the streetcar tracks within not more than 20 minutes of receiving the dispatch from Tow Desk.
- 2.5.2.3 Tow Contractor will immediately inform the Tow Desk at the time of dispatch if unable to respond within the 20 minute standard. Tow Desk may choose to pass the Tow Contractor if the Tow Contractor is unable to respond within 20 minutes of the dispatch.
- 2.5.2.4 The Tow Contractor will remove any citation from the car windshield and attach it with the tow order to the tow bill.
- 2.5.2.5 Towed vehicles will be relocated to the closest available legal parking space. If none are available, the vehicle will be impounded to the Tow Contractor's storage yard and the vehicle owner shall be responsible for all towing, Dispatch, City service and storage fees.

2.5.3 Towing for street sweeping in Northwest Portland.

- 2.5.3.1 Several times each year, the streets of NW Portland are swept by the City of Portland Maintenance Bureau. Parking Enforcement participates by marking streets as "temporary no parking" zones, issuing citations and ordering towing of vehicles parked in violation of the zones.
- 2.5.3.2 Tow Contractors located in Contract Tow District 2 are assigned to perform the tow requests

generated by Parking Enforcement in this operation. Tow Contractors in districts adjacent to District 2 may be dispatched on other District 2 tows during the sweep.

- 2.5.3.3 Tow Contractors shall comply with all directions of the Towing Coordinator and/or Sweep Supervisor. Non-compliance may result in the Tow Contractor being excluded from participation in sweeps.
- 2.5.3.4 Sweep towing will take place only between 7:30 a.m. and 10:00 a.m.
- 2.5.3.5 Each Tow Contractor in District 2 will dedicate four tow trucks and four drivers for each day of the sweep. In addition, each Tow Contractor shall dedicate at least one person in the office to monitor the sweep radio and one person in the storage lot to record vehicle information as cars are brought in.
- 2.5.3.6 The Sweep Supervisor may request Tow Contractors to provide additional trucks for specific areas, subject to volume. If this is necessary, the Towing Coordinator will notify District 2 towers.
- 2.5.3.7 Tow Contractors shall arrive at the staging area not later than 7:15 a.m. each sweep day in order to receive team assignments and any additional instructions from Parking Enforcement.
- 2.5.3.8 A schedule of dates, sweep locations and staging areas will be provided by the Towing Coordinator prior to the start of the sweep operation.
- 2.5.3.9 Tow truck drivers are teamed with a Parking Enforcement Deputy who issues the citations and specifies the cars to be towed.
- 2.5.3.10 Each tow truck driver is issued a route map for a specific Parking Enforcement Deputy.
- 2.5.3.11 Because of the difficulties of timely notification, citizens are asked not to call Auto Records to find their cars until after 10:30 a.m. Consequently, the 4-hour storage grace period will not begin until 10:30 a.m. Tow Contractor shall not charge storage on "sweep" cars until after 2:30 p.m.
- 2.5.3.12 Tow Contractor shall make several copies and use the form called "Tow Desk Notification for NW Street Sweeps" (Attachment 7) to notify tow desk when a car has reached the Tow Contractor's storage lot. When the form is full, or at least every 15 minutes, the Tow Contractor shall fax it to Tow Desk immediately. Each day of the sweeps, Tow Contractors will send the first fax to Tow Desk by 0750, even if the form is not full, or even if only to report that no vehicles have yet been towed.
- 2.5.3.13 All sheets sent to Tow Desk should be numbered. Do not number the first form sent if it is empty.
- 2.5.3.14 Tow truck drivers will carry a supply of information cards provided by the Towing Coordinator to be given to citizens who have questions.
- 2.5.3.15 In order to avoid skipping vehicles tagged for towing, the tow truck driver shall return directly to the location of their last tow and continue on the route of the map. Tow truck drivers shall use an erasable marker to note each location on the laminated map so they can return after dropping a tow in storage.
- 2.5.3.16 Cars that are passed may result in penalties for both companies on a team.

- 2.5.3.17 When finished with the route, Tow Contractors shall retrace the entire route before quitting or asking a deputy for more tows.
- 2.5.3.18 **Drop Policy During Sweeps**
- 2.5.3.18.1 If an owner/owner's agent returns, prepared to pay the fee in cash, while the tow truck driver is hooking up the car, the tow truck driver shall drop the vehicle and collect a "drop" fee of \$40.00. No dispatch fee will be assessed on drops for street sweeps. The tow truck driver shall inform the owner/owner's agent that they must immediately move the car. If the sweepers arrive before the drop fee is paid or the car is moved, the tow truck driver shall tow the car without delay.
- 2.5.3.18.2 If an owner/owner's agent returns while the tow truck driver is hooking up the car, and needs to go get the cash, the tow truck driver shall continue hooking up after informing the owner/owner's agent that the hook up will continue. If the owner/owner's agent does not return with the full amount in cash before the tow truck driver is driving away, the tow truck driver shall complete the tow and the full fee will apply.
- 2.5.3.18.3 To eliminate possible delays during the sweep, tow truck drivers on the street shall not accept credit or debit cards for drop fees. The usual Contract policy of accepting credit and/or debit cards applies on sweep tows when cars are reclaimed at the storage lots.
- 2.6 **Code Hearings procedures.**
- 2.6.1 The Code Hearings Officer (CHO) for the City of Portland is responsible for hearing appeals of towing orders initiated by any City of Portland employee, Port of Portland Police Officers, ODOT staff and TriMet employees.
- 2.6.2 When the CHO overturns a tow, the towed vehicle owner/owner's agent is given a refund, from the CHO, of all fees paid to the Tow Contractor.
- 2.6.3 Because the Agency rate for all towing and storage services is discounted, the CHO bills the Tow Contractor for the difference in the regular rate and the Agency rate plus the City service fee.
- 2.6.4 Because Agencies do not pay the City service fee the Tow Contractor should deduct the amount of any City service fees refunded to the CHO from the following month's service fee payment to the Revenue Bureau. The Tow Contractor shall submit a copy of the CHO billing with the monthly payment as explanation for each City service fee deducted.
- 2.7 **Processing possessory liens**
- 2.7.1 Tow Contractors must comply with all Oregon Revised Statutes (ORS) when processing possessory liens on towed vehicles and their contents.
- 2.7.1.1 The Tower must notify the local Police Agency through Tow Desk whenever a vehicle is moved or taken into storage without consent of the vehicle owner. The tower is not entitled to a lien unless this notification happens timely.
- 2.7.1.2 Each vehicle must be appraised by a person who holds a DMV Auto Appraiser certificate. A document of the official appraisal will be prepared and retained with other paperwork for each liened vehicle. This is necessary to determine how long the vehicle will be held prior to auctioning.

2.7.1.3 A Tow Contractor who accepts a title in lieu of payment on a vehicle towed as a Police Tow must obtain a release from Police Records before selling the vehicle.

2.7.1.4 The Tow Contractor must report the release to Tow Desk within eight (8) hours after foreclosing any possessory lien.

2.7.1.5 Except as otherwise provided in ORS 803.112 the Tow Contractor shall notify the Oregon Department of Motor Vehicles of the lien foreclosure sale of a vehicle covered by an Oregon title within 10 days of the date of transfer.

2.8 **Circuit Court**

2.8.1 All tows for unpaid parking tickets (Tag Warrant) require that a release be obtained from the Circuit Court Parking Section, located at 1021 SW 4th Avenue Portland, OR 97204. This also applies to Tow Contractors foreclosing a possessory lien on a vehicle towed for Tag Warrant.

EXHIBIT 3

TOWING PROCEDURES FOR PORT OF PORTLAND TOWS

- 3.1 Through an intergovernmental agreement with the City of Portland, Port of Portland Police are authorized to request tows from Portland International Airport properties or elsewhere if pursuit of a violator has ended off of Port property.
- 3.2 Regardless of the location of a Port tow request, Tow Contractors located in the district containing the Portland International Airport will be dispatched for Port tows.
- 3.3 The Tow Contractor's police hold storage facility for tows ordered by the Port will be located within the Contract towing district containing the Portland International Airport, unless another location is approved by the Port Police Department.
- 3.4 Port tows requiring formal Police Hold storage may be towed to Rivergate Police Hold facility.
- 3.5 Except for vehicles towed as stolen recoveries or hazards, all vehicles towed at the request of Port police will require an administrative 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 will be reported to Tow Desk in the same manner as described in Section 3. Scope of Tow Contractor Services.

EXHIBIT 4

TOWING PROCEDURES FOR MULTNOMAH COUNTY TOWS

- 4.1 Through an intergovernmental agreement with the City of Portland, Multnomah County employees are authorized to request tows or Road Service for MC official cars. MCSO Deputies are authorized to request tows from anywhere in Multnomah County or elsewhere if pursuit of a violator has ended outside of the county.
- 4.2 **MC Tows**
- 4.2.1 To bill for providing road service or towing a County fleet vehicle, the Tow Contractor shall:
- 4.2.1.1 Send invoice copies and billing to: Multnomah County Fleet Services, atten: Percy Winters, 501 N Dixon, Portland OR 97212. If there are questions, call (503)988-5050, ext 26981.
- 4.2.2 In most cases, Multnomah County Fleet tows will be taken to one of two locations:
- 4.2.2.1 Blanchard Shops at 301 N Dixon, Portland, or
- 4.2.2.2 Yeon Shops at 1620 SE 190th Avenue, Portland
- 4.3 **MCSO tows**
- 4.3.1 The Tow Contractor shall obtain from the requesting deputy a file number, issued by MC Records, and a Tow Request slip authorizing the tow when the Tow Contractor arrives at the tow scene. It is the responsibility of the Tow Contractor to obtain this information from the deputy.
- 4.3.2 The Tow Contractor must provide a copy of the Tow Request slip by facsimile transmission to the Tow Desk within 30 minutes of completion of a MCSO tow.
- 4.3.3 When 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 Tow Contractor shall have the MCSO deputy sign the invoice and send a copy of the invoice to MCSO Records, 1120 SW 3rd Avenue, Room 209, Portland OR 97204.
- 4.3.4 Tow Contractors shall not release an MCSO police tow to the registered owner or owner's agent unless the owner or owner's agent presents an administrative release from MC Records.
- 4.3.5 Tow Contractors shall request an administrative release from MC Records when foreclosing a possessory lien on all MCSO police tows.
- 4.3.6 Requests for lien releases from MC Records may be submitted by means of U.S. mail or facsimile at (503) 988-5354.

EXHIBIT 5

**TOWING PROCEDURES FOR
OREGON DEPARTMENT OF TRANSPORTATION
INCIDENT RESPONSE TOWS**

- 5.1 Through an intergovernmental agreement with the City of Portland, ODOT Incident responders are authorized to request tows from state highways in Multnomah County. State Highway maintenance workers may also request towing services under this agreement.
- 5.2 Tow requests originating with ODOT personnel will be regarded as Private Non-Preference tows.
- 5.3 A Tow Report Number or other identifying number will be issued for each completed Incident Response Tow Request.
- 5.4 Tow Contractors shall send bills for services to: ODOT Fleet Billing, 9200 SE Lawnfield Rd, Clackamas OR 97015.
- 5.5 **Snow Emergencies**
 - 5.5.1 During declared ice or snow emergencies, Tow Contractors in Districts 1, 2, 4, 5 and 8 operate under special procedures for Incident Response Tow Requests in the following critical areas of concern:
 - 5.5.1.1 Sylvan Hill on Highway 26 (Sunset Highway)
 - 5.5.1.2 The Northbound I-5 approach to the Interstate Bridge
 - 5.5.1.3 Breeze Hill - Northbound I-5 just north of Tigard (location of the special truck passing lane)
 - 5.5.1.4 On-ramps to the Marquam Bridge, both ends, and Intersection of I-84 and I-5
 - 5.5.2 In declared snow or ice emergencies, Incident Response will request towing services in the identified areas on a Tow-by-the-Hour basis at the rate established in Section 5.
 - 5.5.3 The next Tow Contractor in rotation will be directed to go to a specified location and wait for directions from an Incident Responder to hook up and tow a vehicle to a pre-arranged parking area.
 - 5.5.4 When the vehicle is deposited in the parking area, that Tow Contractor clears the tow scene to be available for other district tows.
 - 5.5.5 When the first Tow Contractor is engaged in a tow, the next Tow Contractor in rotation is dispatched to the waiting area.
 - 5.5.5.1 When a Tow Contractor leaves the staging area to perform a tow, Tow Contractor shall notify Tow Desk to send the next Tow Contractor to take its place.
 - 5.5.6 Tow Contractors will keep track of their time at the tow scene from arrival at the waiting area to the time of dropping the vehicle at the parking area.
 - 5.5.7 Payment for these services is guaranteed by ODOT Incident Response.

- 5.5.8 The Tow Contractors shall notify Tow Desk of each vehicle they tow.
- 5.5.9 A dispatch fee will be assessed for each completed tow.
- 5.5.10 If a Tow Contractor passes a request to stage a tow truck under these circumstances, the Tow Contractor shall be charged with one pass.

EXHIBIT 6

TOWING PROCEDURES FOR TRIMET TOWS

- 6.1 Through an intergovernmental agreement with the City of Portland, TriMet is authorized to request tows of citizen-owned motor vehicles from TriMet parking facilities and MAX rail property.
- 6.2 Tow Contractors shall provide towing and storage services of citizen-owned motor vehicles for TriMet tow requests for TriMet parking facilities and MAX rail properties within the tri-county metropolitan area.
- 6.3 TriMet tow requests will be made only through TriMet's Operations Command Center, by bus dispatchers or rail controllers. TriMet rail/road supervisors, Transit Police or maintenance personnel shall refer towing needs to TriMet's Operations Command Center, to make a tow request.
- 6.4 TriMet tow requests will be treated as Private Non-Preference tows, except:
- 6.4.1 Tows pursuant to a Transit Police arrest or citation, or,
- 6.4.2 Tows resulting from parking violations (including TriMet Code parking regulations).
- 6.5 Procedures for notifications and release are the same as those specified in Section 3, Scope of Tow Contractor Services.
- 6.6 **TriMet tows outside of Multnomah County**
- 6.6.1 TriMet tow requests from locations outside of Multnomah County will be dispatched from a single special rotation including only those Tow Contractors choosing to participate. This special rotation will treat all areas outside of Multnomah County as a single district for which the boundary will be the Multnomah County line.
- 6.6.2 TriMet tows from Washington County or Clackamas County will be subject to out of district towed mileage at the rate specified in Section 5, Compensation.
- 6.6.2.1 Mileage assessments for TriMet tow requests from outside of Multnomah County will be payable by TriMet. Tow Contractors shall send bills for mileage charges only to:
- TriMet
Director of Operations Planning and Development
4012 SE 17th Avenue, MS-HOP1
Portland OR 97202
- 6.6.2.2 Mileage charges will apply to towed miles from the tow scene to the Multnomah County line. A chart of approved mileage assessments will be provided to the Tow Contractors.
- 6.6.3 Tow Contractors may respond to Clackamas or Washington County TriMet tow requests with the closest available truck, provided that any truck used has been inspected and approved by the City of Portland.
- 6.6.4 TriMet tow requests from Clackamas or Washington County will be taken directly to the Tow Contractor's approved storage facility within Multnomah County.

EXHIBIT 7

TOWING PROCEDURES FOR PORTLAND STREETCAR TOWS

- 7.1 The City of Portland provides streetcar service running from Good Samaritan Hospital in Northwest Portland to the intersection of SW River Parkway and SW Moody Avenue in RiverPlace.
- 7.2 Because the streetcars run every 12 minutes during the day, and only slightly less often in the evening, the 20-minute response time mandated in this Tow Contract must be strictly observed.
- 7.3 Portland Streetcar staff and City of Portland Parking Enforcement will both be responsible for maintaining the tracks free of illegally parked vehicles. Towing of vehicles parked on the streetcar tracks will occur under different procedures, depending on which agency requests the tow. (see Exhibit 2.5.1 for Parking 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 If a vehicle on the tracks is found by one of the 17 streetcar operators, and it is not practical to wait for Parking Enforcement to issue a citation, the tow request to the Tow Desk will come from Portland Streetcar staff.
 - 7.6.2 Conductors 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.
 - 7.6.3 The Tow Contractor will remove the notice at the time of the tow, keeping one part for billing purposes and the third part will be given to the citizen when he or she picks up the car.
 - 7.6.4 When an operator orders 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.
 - 7.6.5 The Tow Contractor will bill Portland Streetcar at the Agency rate for the tow, plus the dispatch fee and up to one 24-hour period of storage after the 4-hour grace period. No City Service Fee will be assessed on Agency-paid tows. These bills will be submitted to:

Carol Cooper, Office Manager
Portland Streetcar
1516 NW Northrup Street
Portland OR 97209

LIST OF ATTACHMENTS

- | | |
|---------------|--|
| Attachment 1. | Contract Tow Invoice Form, with inventory section and Important Rights Information |
| Attachment 2. | Immediate Notice of New Hire/Notice of Termination form |
| Attachment 3. | Confidentiality Agreement |
| Attachment 4. | Service Fee Invoice |
| Attachment 5. | Release Notice to Tow Desk |
| Attachment 6. | Tow Desk Notice for NW Street Sweeps |
| Attachment 7. | Procedures for Courtesy Towing |
| Attachment 8. | Complaint Handling Procedures |
| Attachment 9. | Notice of Towed Vehicle Location Change |

ATTACHMENT 2. Immediate Notification form for New Hires and Terminations

Notice of New Hire

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

Name	Information	Complete
Company (and districts)		<input type="checkbox"/>
Position		<input type="checkbox"/>
Driver's License Number	State	<input type="checkbox"/>
Photocopy of Driver's License	Attach Copy	<input type="checkbox"/>
Date of Birth	/ /	<input type="checkbox"/>
Social Security Number	- -	<input type="checkbox"/>
Hire Date	/ /	<input type="checkbox"/>
Confidentiality Agreement	Attach Copy	<input type="checkbox"/>
City ID Number	<input type="checkbox"/> New <input type="checkbox"/> Previously Assigned #	<input type="checkbox"/>
Workshop Certification	<input type="checkbox"/> Complete Attach Copy <input type="checkbox"/> Needed	<input type="checkbox"/>
Driver Certification	<input type="checkbox"/> Complete Attach Copy <input type="checkbox"/> Needed	<input type="checkbox"/>

When complete, attach required legible photocopies and please fax to
 Allison Madsen 503-279-3921

Notice of Termination

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

Name	Information	Complete
Company		<input type="checkbox"/>
District (s)		<input type="checkbox"/>
Position		<input type="checkbox"/>
Social Security Number	- -	<input type="checkbox"/>
Last Date of Employment	/ /	<input type="checkbox"/>
City ID Number		<input type="checkbox"/>

Please fax completed form to Allison Madsen (503)279-3921

ATTACHMENT 4 Service Fee Invoice

Invoice

Tower
Address
City, State Zip

Invoice Date:
Invoice Period:

Summary of Charges

TYPE OF RELEASE	# RELEASE	CITY SERVICE FEE	TOTAL FEES
Release to Owner (RO)	0	\$0.00	\$0.00
Lien (L)	0		
Title Surrender (T)	0		
Tow to Police (P)	0		
Dismantling Certificate (D)			
Released at Scene (RAS)			
other (ELSE)			
Drop (DROP)			
Service (SER)			
Agency Vehicles			
Stolen (STOLEN)			
Tow By The Hour (TBTH)			
Move (MOVE)			
Private Preference (PREF)			
Retow to SZW (RETOW)			
Multiple Tow (MULT)			
No Record Found (GONE)			
Administrative Release (ADMIN)			
Street Car			

TOTAL AMOUNT DUE:

IF YOUR RECORDS DISAGREE WITH THIS BILLING, PLEASE SUPPLY DOCUMENTATION TO SUPPORT YOUR COMPLAINT BY THE 10TH OF THE MONTH. PLEASE CALL 823-5327 WITH ANY QUESTIONS.

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

TOWER'S NAME

Invoice Date:
Invoice Period:
Amount Due:

City of Portland
Bureau of Licenses
111 SW Columbia Street, Room 600
Portland OR 97201

AMOUNT PAID:

ATTACHMENT 5 Release Notice to Tow Desk

VEHICLE RELEASE NOTIFICATION TO TOW DESK

COMPANY _____ **DIST** ____ **DATE** _____ **TIME** _____

PLEASE BLOCK PRINT LEGIBLY

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

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

ATTACHMENT 6. Street Sweep Notification to Tow Desk

TOW DESK NOTIFICATION - STREET SWEEPS

TOWER		DATE		PAGE#	
*****NO TOWS RECEIVED SO FAR*****					mark check box <input type="checkbox"/>
MODEL = (Tercel, S10, etc)		STYLE = (2DR, 4DR, PU, VAN, etc.)		REQ BY= (M21)	
D = DRIVEABLE? Y/N		K = KEYS? Y/N		TIME = COMPLETED TIME	
TR# FOR TOW DESK USE ONLY					

TIME	TRUCK#	DRIVER#	REQ BY	TOWED FROM	
LICENSE		STATE	VIN		
MAKE		MODEL	STYLE	COLOR	K D
				TR#	
TIME	TRUCK#	DRIVER#	REQ BY	TOWED FROM	
LICENSE		STATE	VIN		
MAKE		MODEL	STYLE	COLOR	K D
				TR#	
TIME	TRUCK#	DRIVER#	REQ BY	TOWED FROM	
LICENSE		STATE	VIN		
MAKE		MODEL	STYLE	COLOR	K D
				TR#	
TIME	TRUCK#	DRIVER#	REQ BY	TOWED FROM	
LICENSE		STATE	VIN		
MAKE		MODEL	STYLE	COLOR	K D
				TR#	
TIME	TRUCK#	DRIVER#	REQ BY	TOWED FROM	
LICENSE		STATE	VIN		
MAKE		MODEL	STYLE	COLOR	K D
				TR#	

ATTACHMENT 8 Complaint Handling Procedures

COMPLAINT HANDLING PROCEDURES:
CONTRACT TOWS

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

1. Complainant is advised to contact the tower to give an opportunity for immediate resolution.
2. If first contact is unsuccessful, 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
P.O. Box 8572
Portland, OR 97207-8572
(503) 823-5146
FAX: 823-9068

ATTACHMENT 9. Notice of Towed Vehicle Location Change

Notice of Towed Vehicle Location Change

(PRINT CLEARLY)

To: Oregon Dispatch Service **Fax Number:** (503) 493-7035

From: _____ (Tow Company and District)

_____ (Name of the person sending notice)

If, for any reason, you need to move a vehicle from your primary storage, fax this notice to Tow Desk before the vehicle is moved. A vehicle with any type of hold on it may not be moved without permission from the requesting Agency. Vehicles may not be moved to secondary storage until at least 72 hours have passed in primary storage.

PRINT LEGIBLY USING DARK INK. NO PENCIL. Fill out all requested information completely, including New location street address.

Today's Date	Orig. Tow Date	Tow #	New Location Address	Reason for Move
Vehicle Plate	VIN			