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GEORGE YERKOVICH  
CITY OF PORTLAND  
CITY AUDITOR  
PORTLAND, ORE.

June 18, 1980

Mr. George Yerkovich, City Auditor  
City of Portland  
1220 S.W. 5th Avenue  
Portland, OR 97204

Re: Oregon Tow Truck Association

Dear Mr. Yerkovich:

I hereby request, in behalf of my captioned client, the opportunity to be heard before the City Council regarding the proposed contract between the city and the tow truck operators when that matter is heard by the City Council.

Thank you for your attention to this matter.

Very truly yours,



Dennis V. Griffiths

DVG:pm  
cc: Chris Scomperdis, City Attnorney's Office  
Oregon Tow Truck Association

CONTRACT  
BETWEEN CITY AND TOWING CONTRACTOR  
FOR VEHICLE TOWING AND STORAGE SERVICE

THIS AGREEMENT made and entered into this 1st day of July, 1980, by and between the City of Portland, a municipal corporation, hereinafter referred to as "City", and \_\_\_\_\_ hereinafter referred to as "Contractor".

W I T N E S S E T H:

THE PARTIES AGREE as follows:

I. The Contractor agrees to furnish towing service as provided herein when requested to do so by the City's "Dispatcher", and City agrees to call the Contractor for such standards of performance.

II. DEFINITIONS:

- A. City: Shall include Police Bureau, Bureau of Traffic Engineering and Bureau of Buildings.
- B. Private Tow: A tow of any vehicle other than a "Police", "Penalty", or "City" tow.
- C. Abandoned Vehicle Tow: Any tow designated as such by the Bureau of Buildings.
- D. City Tow: Any tow of a city owned vehicle.
- E. Non-preference Private Tow: When the person in charge of the vehicle which requires a private tow or road service has no preference as to which tow company is dispatched.
- F. Preference Private Tow: When the person in charge of the vehicle in need of a tow or road service has indicated a preference as to which company or organization should provide the service.
- G. Police Tow: A tow of a vehicle in the custody of or held for the custody of the Police Bureau. A release from the Police Records Division is required before possession of the vehicle may be returned to an authorized person. These include vehicles towed for prisoner's property, safe keeping, recovered stolen autos and holds for investigation. A release for vehicles towed for tag warrants must be obtained from the District Court.

- H. Penalty Tow: A tow of a vehicle for a parking violation where no release is required. These include tow away zones, hazardous vehicles and illegal parking.
- I. A Tow Away Zone Tow: A tow of a vehicle from a zone designated as such during specific times of the morning and evening rush hours, and located within the metropolitan traffic district.
- J. Description of Vehicle: Includes license number, issuing state, make, model, year, body, style, and vehicle identification number (V.I.N.).
- K. Towing Board of Review: A Board established by adding a new chapter to Title 3, Administration of the Code of the City of Portland, and establishing criteria for the entering into of towing contracts.
- L. Weekend: Commences at midnight Friday and ends at midnight Sunday.
- M. Storage Day: Twenty-four (24) hours or any part thereof from the time the tow is called into the dispatcher as completed.

### III. CONDITIONS

- A. Contractor warrants that his company, partnership, corporation or organizations:
  - 1. Has been actively in operation in the City of Portland in the professional towing business, under the applicant entity, for at least one year consecutively prior to this application.
  - 2. Is currently and has been licensed by the City of Portland as a towing business for at least one year consecutively prior to this application.
- B. Performance:
  - 1. Contractor shall perform all tows in accordance to the standards of performance of the provisions as prescribed herein.
  - 2. Contractor shall perform all tows in a safe manner and shall not negligently cause damage to the persons or property of others while in the performance of this contract.

3. Contractor shall not interfere with or injure the contract rights of any other Contractor for towing service with the City of Portland.
4. Contractor shall not subcontract or assign any towing or storage service to be performed under this agreement except as provided under Section III-C-11 & VIII-A-2.

C. Equipment:

1. A minimum of three tow trucks not exceeding 16,000 GVW with proof of three available drivers subject to a periodic spot check. Such vehicles will be clearly identified on each side as to Contractor's name, City and State, and equipment number of vehicle.
2. Each tow truck shall be equipped and maintained with truck tires not less than 7.00 X 15 in. size, with tread depth of not less than 3/32nds of an inch and not less than six-ply rating and mounted on rims secured with not less than six lug bolts or factory specifications.
3. Wire rope with a safe working limit of 3,500 lbs. as established by the American Society of Mechanical Engineers, and a minimum of 75 feet of cable per truck.
4. Four-way flashing system, including one flashing amber light or other color prescribed by state law, of not less than five inches in diameter, mounted high on the tow truck. In addition, at least one light must be provided mounted behind the cab of the tow truck, which has the capacity to light the area of the tow under darkened or foggy conditions.
5. Portable auxiliary brake light, turn signal light, and tail light systems for use on towed vehicles whose lighting systems are inoperable or inadequate.
6. At least one fire extinguisher with an Underwriter's Laboratory Rating of at least 5B:C units, one broom, one shovel, and one container for debris.

7. Equipment capable of providing minor repairs, including, but not limited to, battery starting equipment, tire changing equipment and gasoline.
8. Contractor shall equip a minimum of three tow trucks with sets of dollies for the purpose of towing motor vehicles where it is necessary to avoid damage to the towed vehicle.
9. Contractor shall have as equipment a special trailer or other Board approved special device designed for properly towing motor cycles.
10. Contractor's own dispatcher must have at all times, two-way radio communications with any tow truck they use in performing tows under this contract as approved and licensed by the Federal Communications Commission for Business Radio Service as governed by part 91 of the F.C.C. regulations or Automobile Emergency Radio Service as governed by part 93 of the F.C.C. regulations.
11. Contractor may rent, lease or contract with others outside of this contract for special equipment, not normally available from other city contract towing contractors, which contractor deems essential in performing a particular tow under unusual conditions. However, rates charged and minimum times charged for must be consistent with industry prices and standards. Contractor may not add additional charges to these rates for his administration of their use. The Towing Board of Review reserves the right to investigate the necessity for this equipment and/or the rates charged with the authority to suspend or cancel any contractor whose use of the above is believed to be excessive to the costs of the tow in question.

D. Prohibitions:

1. No Contractor or his employee shall:
  - a. Make a false statement of a material fact, or omit disclosures of a fact, in the application for the contract.
  - b. Monitor the police radio for profit or gain.
  - c. Solicit information as to the accident location by payment of any form of gratuity.

- d. Solicit those at the scene of an accident without first determining whether towing assistance has already been requested. A prior request shall prohibit solicitation, however, anyone may render assistance without charge at the scene of an accident to clear public street or highway, or other safety or humanitarian need.
- e. Either expressly or implied by any statement or action, make any false representation that he represents or is approved by any business or organization.
- f. Require performance of repair work on a vehicle involved in an accident or breakdown in connection with providing towing service for such vehicle.
- g. Make any repairs or alterations to a vehicle without first being authorized by the registered owner, an authorized insurance company, or other authorized agent of the foregoing. This shall not be construed to prohibit Contractor or his employee from making emergency alterations necessary to permit the towing of such vehicles.
- h. Tow a vehicle which is occupied by any person.
- i. Charge for service not performed or make duplicate charges for the same service.

E. Qualifications & Requirements:

- 1. Contractor warrants he has satisfied the Towing Board of Review, that he meets the qualifications necessary to fulfill the contract and warrants that he shall continue to meet those qualifications during the lifetime of this agreement.
- 2. Failure to meet these requirements shall constitute a breach of this agreement by Contractor, and the City, acting through the Towing Board of Review, may cancel this contract. The City and the Towing Board of Review shall have the right to inspect and investigate the establishment, facilities, equipment, business reputation, and other general qualifications of the Contractor to determine whether Contractor is in compliance with this agreement.

## IV. DISPATCHING PROCEDURE:

- A. City agrees to dispatch Contractor for towing requests for which he is eligible pursuant to the provisions of the City's agreement with Dispatcher, a copy of which is attached to this agreement, marked Exhibit "A", and hereby incorporated by reference. In the event the agreement between the City and Dispatcher shall terminate for any reason during the life of this agreement, City shall insure that Contractor shall continue to be dispatched for tow requests under procedures hereby established and this agreement between City and Contractor notwithstanding the termination of the existing agreement between City and Dispatcher.
- B. Special Conditions:
1. City reserves the right to tow vehicles for accommodations of public utility work; to accommodate parades or street closures; to accommodate street construction; for actual or threatened riot or civil disorder; for snow situations; and national emergency situations; or hire any Contractor to tow such vehicles in a manner not consistent with this agreement and City's agreement with Dispatcher.
  2. Contractor agrees to tow and store vehicles if requested by the City in those situations enumerated above subject to the towing charges and storage charges as set forth in Section XI & XII of this agreement.
  3. City reserves the right to have Contractor tow city dispatched tows to a City designated facility at any time subject to the rates as outlined in Section XI where applicable.

## V. RESPONSE TIME

- A. Contractor shall furnish to dispatcher not more than two phone numbers that shall be answered twenty-four hours a day. The person answering the Contractor's phone must be able to immediately indicate whether the Contractor is "available" to perform the tow. Dispatcher shall regard any response other than an unconditional positive response as a negative response. Contractor shall

- A. (Cont'd) be considered "available" when he has a truck and driver free to be immediately sent to the location of the requested tow and adequate storage space to accommodate the vehicle. Upon indicating that he is available and accepting the tow, Contractor shall have his truck arrive at the requested location as soon as possible without delay caused by factors within the control of the Contractor. Failure to arrive at the location requested within thirty (30) minutes, or ninety (90) minutes on retow of vehicles to or from a city storage facility from the time contractor receives the call from the dispatcher shall be prima facia evidence that either the Contractor was not available or that delay for which Contractor was responsible has occurred.
- B. Contractor's performance of a tow may be excused if conditions at the site of the tow warrants police supervision and, after making such request, police supervision is not available. Contractor shall notify the Police through Dispatcher immediately in the event he is unable to perform his tow.
- C. If a contractor is unavailable to perform more than the ninety (90%) percent of tows requested by the Dispatcher during any thirty (30) day period, or develops a pattern, City, acting through its Towing Board of Review, may at its discretion suspend or cancel this contract.

#### VI. NOTIFICATION AND RECORDS REQUIREMENTS:

Contractor shall notify the Dispatcher and keep and maintain for a period of two years, records open to inspection by the City and its Towing Board of Review for all tows other than preference and non-preference Private Tows, of the following:

- A. Within one hour of the time the tow truck departs the scene with the vehicle in tow with the following details concerning the vehicle:
1. Description of vehicle as stated in II-J.
  2. Location vehicle towed from.
  3. Location vehicle towed to and name of towing contractor making tow.
  4. Police units authorizing tow.
  5. Reasons for vehicle being towed, and citation or case number, if any.



- B. Within one hour of the physical release of a vehicle to its owner, agent or assigns.
- C. Within one hour of a subsequent tow, pursuant to contract provision VIII-A-3, the new location of vehicle originally towed.
- D. If a Contractor has filed a successful lien against the vehicle and a release is required the Contractor will so notify the Dispatcher.

VII. PROPERTY INVENTORY

- A. At the request of either the police officer at the scene of the tow or the tow truck operator, a list of all property of apparent significant value in reasonable plain view inside the vehicle shall be prepared and signed by the officer and operator. Copies of such an inventory shall be kept by the officer, the Contractor and the Records Division of the Police Bureau.

VIII. STORAGE:

Contractor shall store towed vehicles only at

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Portland, Oregon 972

A. General Requirements:

- 1. The designated storage facilities shall be in conformance with the zoning requirements and ordinances of the City of Portland and capable of accommodating vehicles to be stored as follows:
  - a. All storage areas are to be adequately protected to safeguard vehicles and contents.
  - b. All street and places adjacent to such facilities shall be kept clear of vehicles that are in custody of Contractor at all times. No change of location of the designated storage facilities or use of additional facilities, except as provided in paragraph (2) BELOW, shall be permitted without written notice to the City by the Contractor, and prior to approval of the Towing Board of Review.
- 2. If Contractor's storage facilities are filled to capacity, he may remove vehicles held longer than forty-eight hours, excluding holidays and weekends, to the designated storage facilities of another city towing contractor.

2. (Cont'd) with the consent of the other contractor and upon terms as may be mutually agreed upon. Contractor shall notify Dispatcher of the location vehicles are removed pursuant to the notification requirements of this contract.
  3. Contractor will post sign/s at his primary facility in plain view of the public, to identify and include the company name, regular business hours, telephone number for after hours information and that there will be a service charge for releases after regular business hours (except 8:00 a.m. to 1:00 pm., Saturdays).
- A. Outside Storage:
1. Number of Spaces Required:  
20 (min) per 0-100 dispatched calls per month.  
40 (min) per 101-200 dispatched calls per month.  
60 (min) per 201-300 dispatched calls per month.
- C. Inside Storage:
1. Number of Spaces Required:  
2 (min) per 0-200 dispatched calls per months.  
3 (min) per 201 or more dispatched calls per month.
  2. All spaces intended for inside storage must be sufficiently deep and wide to allow full and ready access to all sides of the vehicle stored for processing by City officials.
  3. The inside storage area, if a separate structure, shall be roofed, floored (pavement, concrete, decking, etc.), enclosed permanently on both sides and back, enclosed in front with doors or other weather resistant method that can be secured from entry by unauthorized persons. Structure must be secure, weatherproof, and be fitted with 115 volt outlet. All such structures must be approved or have been approved by the Bureau of Buildings.
  4. Inside Storage designated within an existing building must be enclosed by partitions on all sides (which may be movable within the building), sufficient to prevent access by unauthorized persons or contamination by foreign substances in the building (such as dust from body and fender repair).

IX. TOWING PROCEDURES:

- A. No vehicle will be towed for a parking violation unless the word "TOW" appears on the parking citation or the vehicle is clearly identified to the contract as the correct vehicle to tow.
- B. Police, Penalty, City and Non-Preference private tows are to be performed as provided in Schedule I, a copy of which is attached and hereby incorporated be reference.
- C. Abandoned vehicle tows are to be performed as provided in Schedule IV, a copy of which is attached and hereby incorporated by reference.

X. PAYMENTS/TERMS:

- A. For each vehicle towed or service charge collected from the scene of a dispatched call, Contractor agrees to pay the Dispatcher and the rate established by the City within ten (10) days of billing by Dispatcher.
- B. City shall pay Contractor for each tow of a City vehicle and City shall pay tow and storage charges in the situation set forth in parargraph IV-B above.
- C. On all tows resulting from requests received by Contractor pursuant to this agreement, other than Preference Tows, Contractor shall charge the private party responsible at a rate not to exceed the rate schedule established below. City shall not be responsible for payment of towing or storage charges for Preference Private Tows.
- D. Those vehicles towed with either a temporary or formal hold shall be except from storage charges for the first two (2) days, excluding the hours of midnight Friday through midnight Sunday, also excluding city holidays. If the contractor is notified the hold has been lifted before the expiration of the two (2) days, he can commence to charge four (4) hours after notification. If the owner or his agent does not attempt to claim the vehicle within four (4) hours after the two (2) days exempt storage, contractor may charge the owner storage from the first day and times of the tow.

The City may request retow of vehicles with formal holds to a City storage facility. The Contractor agrees to accept return of all such vehicles and the charges against the vehicle, with the exception

- D. (Cont'd) of the retow from the Contractors lot to the City storage facility, will be collected by the Contractor providing the vehicle is returned within 5 days of the hold being lifted if said period is within 60 days of the original tow. The City agrees to notify the Contractor when a hold is lifted and will cause the dispatch of a retow to the Contractor's lot from the City storage facility 2 days (excluding the hours from 4:15 pm Friday through 7:45 am Monday, also excluding City holidays from the day and time the formal hold was lifted.

It will be the responsibility of the City to pay charges for retows of vehicles to the City storage facility.

- E. Exception to the tow charge or the tag warrant tow.

When Contractor has arrived at the location requested for a penalty tow, and has connected at least one chain or hook to the vehicle to be towed and to the tow truck as the first action of performing the tow, he shall release the vehicle to the owner or operator upon payment of the Service call fee providing for in Section XI, Subsection A-5. After Contractor has completed the hookup and tow truck is in motion with the vehicle, Contractor is entitled to the full charge as for a completed tow prior to release of the vehicle to the owner.

#### XI. TOWING RATES

- A. Subject to such exceptions as are contained in this agreement, for towing services of vehicles, the schedule or rates shall be as follows and shall apply to all towing services pursuant to this agreement.
1. Towing of passenger cars, motorcycles, pick-ups with campers and all other vehicles, loaded or unloaded, not exceeding 10,000GVW, including dolly use, drive line pull, motorcycle carrying device, T 105 Bars or other towing devices, for non-preference private tow, city tow, police tow or abandoned tow.

2. Extra charge for stand-by or recovery time \$36.00  
 (after first  $\frac{1}{4}$  hr)  
\$ 8.00
3. When vehicles to be towed exceed 10,000 GVW and require a tow truck rate at least 16,000GVW (Rate to include standby time): Per hour
- a. Breakdowns/Impounds.....\$55.00  
 b. Accident/Recovery.....\$75.00
4. Charge for tows outside of district per mile\$1.50
5. Road Service or Service Call.....\$15.00
6. Charge for extra man per hour (when two situations requires).....\$22.00
7. Charge for dispatching fee as defined in Section X-A to be additional to Items (1), (3), (5) of this schedule.
8. Nothing contained in this agreement shall be construed as requiring the contract to charge any rate in violation of state or federal law regulating transportation of vehicles.

## XII. STORAGE RATES

- A. Subject to such exceptions as contained in this agreement, the storage rates shall be as follows:
1. Vehicles occupying not over 200 sq. ft.:  
 First 4 hours.....No Charge  
 Following 20 hours or any part thereof \$6.00
2. Vehicles occupying more than 200 sq. ft.:  
 The storage charge shall be an additional \$6.00 per each charged time period or part thereof, for each additional 200 sq. ft. or part thereof occupied by the vehicle.
3. For purposes of determining area occupied such area shall be limited to the actual area the vehicle and its load (if applicable) covered or project over. Unsafe vehicles or loads should be secured if in danger of falling, spilling, tipping or otherwise upsetting.

## XIII. RELEASE OF VEHICLES:

## A. Availability:

1. An attendant shall be on duty at Contractor's storage facility from 8:00 a.m. to 6:00 p.m., Monday through Friday, except holidays, and telephone service shall be maintained 24 hours a day, seven days a week for the release of towed and stored vehicles except as provided below.
2. At all other times, an attendant must also be available for said designated storage facilities within one hour after notification that the owner or his agent will present himself within the hour at the storage facility or that such owner is present at the facility and has requested release of the vehicle. Owner may be assessed a "service call" fee by contractor providing service if owner is so advised.
3. If the above request is made after regular business hours (as described above) and the owner or agent requesting the release of the vehicle fails to arrive at the storage facility within one hour after notification to the contractor, Contractor may assess an additional fee equal to the service call as waiting time to the other charges provided herein, and the penalty provided for in Sub-section 4 (below) shall not apply.
4. Contractor agrees that, in addition to any other penalty provided for elsewhere in this contract, the penalty for failure to be available for release of a vehicle within said time will be forfeiture of any towing and storage charges against said vehicle.
5. Upon payment in full of all charges or other arrangements satisfactory to the Contractor, Contractor, at his option will either permit the owner, his agent or representative to enter premises to retrieve the vehicle, or position the vehicle either on the property or off of the property (in a legal parking space) for their access. This is to be accomplished at the time of payment as above or other time mutually agreed upon. There will be no fee charged for this service.

## B. Personal Effect:

1. If, after normal business hours, the owner or agent requests that the vehicle be released or requests removal of personal effects or requests to inspect the vehicle, the Service Call may be charged. Contractors will waive this fee on Saturdays between 8:00 a.m. and 1:00 p.m. if the owner appears within an hour of the agreed time within these hours.
2. Unless vehicle is subject to police instructions to the contrary, owner or his agent shall have access to the vehicle, even though he may not be able to otherwise obtain the vehicle, during regular business hours without charge, for removal of personal effects of the individual. Owner or agent shall have sufficient proof of ownership or permission from owner to remove such property.

## C. Process.

1. No vehicle towed as a Police Tow shall be released without written authorization of the Police Bureau as described in II-G.
2. If the Contractor accepts vehicle title in lieu of payment for towing and storage charges and a release is required, Contractor must also obtain a release from the appropriate city bureau.
3. At the expiration of the redemption period provided by law, all unclaimed or unredeemed vehicles towed as police or penalty tows and appraised at a value of Three Hundred Dollars (300.00) or less, as determined in accordance with the provisions of Oregon Revised Statutes 483.380 - 396, shall be sold for the price of Twelve Dollars (\$12.00) each by the City to Contractor. All vehicles so sold to the Contractor must be either (1) completely dismantled by contractor but only if Contractor is a wrecker licensed pursuant to Oregon Revised Statute 481.345, (2) sold directly to a wrecker licensed pursuant to Oregon Revised Statute 481.345, (3) sold directly to a salvage operation licensed pursuant to Oregon revised Statute, Chapter 459.
4. At the expiration of the redemption period as prescribed under State Statutes, Contractor may assert or process any valid lien on all unclaimed or unredeemed vehicles having a

4. (Cont'd) value in excess of Three Hundred Dollars (\$300.00). Contractor must assert or process such lien on all unclaimed or unredeemed vehicles having a value in excess of Three Hundred Dollars (300.00) within ninety (90) days or the first opportunity to do so.
5. Private Property impounds or other private tows that revert to a Police Tow for any reason will be charged in accordance to the rates as outlined in Section XI if towed by a company under city contract.

XIV. METHOD OF PAYMENT

- A. Contractor may refuse to release any vehicle in his possession, other than a vehicle released to the city until he receives payment from the person responsible.
- B. Contractor will accept as payment cash, Master Charge, or VISA, and may accept other methods of payment satisfactory to the Contractor.

XV. CANCELLATION/SUSPENSION:

- A. In addition to the specific powers of the City to cancel this contract, the City may cancel this contract on thirty (30) days notice to Contractor for failure to meet the requirements of any local ordinance or state or federal law or the provisions of this contract. Notice of cancellation shall immediately suspend the City's obligation to dispatch Contractor for any tow under this contract. No contract shall be cancelled under this provision unless the Towing Board of Review shall have demanded that Contractor comply with the law or contract clause and Contractor shall have failed to take such demand for compliance.
- B. City, acting through its Towing Board of Review, may suspend the City's obligation to dispatch Contractor for any tow under this contract for a time period of up to (30) days for any grounds that would be cause for cancellation of this contract. Such suspension may be imposed by City prior to or at the same time demand for compliance is made under paragraph (A) above.
- C. The Towing Board of Review will provide an opportunity for the contractor to be present and heard prior to any action by the board cancelling or suspending this contract.
- D. Notwithstanding the provisions of subsections (A), (B), and (C) above, the Chairman of the Towing Board of Review, or in his absence, the Vice Chairman or Secretary, may summarily suspend the City's



- D. (Cont'd) obligation to dispatch Contractor for any tow under this contract for a time period of up to fifteen (15) days as provided for in subsection (B). The summary suspension shall be in effect only until the Board shall have had the opportunity to review the suspension. The Chairman, or Secretary may so summarily suspend this contract when he has cause to believe that Contractor is in violation of this contract, that such violation presents a danger that personal injury or property damage or loss may occur.

Such grounds include, but are not limited to, failure of Contractor to have in force and effect insurance as required by this Contract, failure to store all cars in a properly secured storage facility authorized by this contract, consistent overcharging, for for the commission of any crime. Such suspension shall become effective immediately upon the giving of written notice to Contractor at his place of business which shall state the reason for the suspension and the time and place for the special meeting of the Board. Any suspension under this subsection shall be reviewed at a special meeting of the Towing Board of Review to be held within the fifteen (15) day period. The Board may continue the suspension for an additional thirty (30) days as provided for in subsection (B) and may cancel this contract as provided for in Subsection (A) if it finds cause for such action exists.

- E. Neither cancellation nor suspension shall act to relieve Contractor from any obligation to safeguard any vehicle, nor allow Contractor to charge rates greater than provided for herein for the release of any vehicle towed pursuant to this contract.
- F. Action of the Towing Board of Review in cancelling this contract shall be final unless appealed to the City Council by filing a written notice thereof with the Auditor within (14) days after receipt of written notification of the Board' action. The suspension provided for in paragraph (A) above shall remain in effect pending the determination of the appeal by the Council.
- G. Cancellation of this contract for cause by City shall render Contractor ineligible for any City towing contract for two (2) years from the effective date of the cancellation.

H. Disposition of Vehicles held by Contractor Under Suspension:

1. The Board, at its discretion, may allow contractor being suspended to deliver such vehicles to the nearest available contractor agreeable to the Board for the purpose of receiving the actual towing charge originally assessed to the vehicle at the time it arrived as a completed tow to his facility. All subsequent charges (i.e. storage, etc.) or other remunerations achieved for this vehicle are forfeited to the receiving contractor.
2. In the event the Board does not allow the contractor being suspended to further process city contract vehicles or he declines to deliver the cars as prescribed in Subsection 1 (above), the board may order such vehicles towed by another contractor to a location designated by the Board, in which case the contractor being suspended will forfeit all charges he presently holds against the vehicle.
3. In the event the board takes the action described in Subsection (2) above, the board will select the contractors with towing & storage capability to perform these tows as follows:
  - a. To the other contractor within the same districts.
  - b. Or in the case more than one other contractor within the district is capable, each such contractor will be given an equal number of retows picked alternately from the police records division computer print out sheet commencing alphabetical with the first letter of the towing contractor's recorded name as being assigned the first vehicle listed and so on for each subsequent contractor so that favoritism is not possible.
  - c. Or if no other contractor is available within that district the next closest capable contractor, by straight line measurement on a city map, to the suspended contractor's address will be assigned.

- I. The Towing Board of Review may, at its discretion extend any suspension, cancellation, or demand for compliance forward into the next contract period providing the new contract period falls within the time limits of that suspension, cancellation or demand for compliance.
- J. In the event of a suspension or cancellation of this contract or through request by a Contractor not to receive any dispatches, Dispatcher will dispatch tows to the nearest Contractor who will accept such dispatches until other arrangements are made by the Towing Board of Review.
- K. Voluntary, temporary suspension requests from a contractor may be considered by the Board and may be granted if it is determined such suspension will not be detrimental to the public or the other contractors.
- L. Cancellation of this contract by Contractor's own request or for other non-disciplinary reasons, will remain in effect as a minimum for the remainder of the contract term.
- M. Should it become necessary as a result of legal analysis, to modify any of the provisions of this contract or to add additional provisions as a result and at that time contractor may at his option, request cancellation from this contract. Such cancellation shall remain in effect for the balance of the contract term, however, contractor may reapply for a future contract with no prejudice caused by this action.

XVI. HOLD HARMLESS:

- A. The performance of Contractor's service hereunder shall be as an independent contractor and not as an officer, agent or employee of the City except the City agrees that the contractor has the same authority as given by law to a law enforcement officer to enter any locked or unlocked vehicle which has been ordered towed by the City to accomplish the tow requested. Contractor agrees to hold the City harmless from all claims for damage or bodily injury which may arise in the fulfillment of this contract.

- B. Contractor agrees to assume sole responsibility when theft, disappearance of or damage to a vehicle or its parts thereof occur after a vehicle has been taken under tow expecting such items as the City Police Bureau takes into custody by removing said items from said vehicles in which case a receipt for said items shall be provided Contractor by City's Police Bureau.

XVII. ANTI-DISCRIMINATION CLAUSE:

Contractor shall obtain and maintain certification as an Equal Employment Opportunity Affirmative Action Employer pursuant to Chapter 3.100 of the Code of the City of Portland.

XVIII. INSURANCE:

- A. The Contractor agrees to maintain such public liability and property damage insurance as will protect the Contractor and the City of Portland, agents and employees from all claims for damage to property or for bodily injury including death, which may arise in the operation of this agreement, or in connection therewith, including all operations of subcontractors. Such insurance shall provide for coverage of not less than \$100,000 bodily injury for each person, \$50,000 for a single property claim and \$300,000 for bodily injury or property damage for each accident or occurrence in the aggregate, or in lieu thereof, a single limit liability policy of not less than \$300,000. Contractor shall maintain fire and theft insurance to protect stored vehicles in a minimum of \$25,000 per storage facility, and agrees to provide cargo insurance in the minimum amount of \$15,000.
- B. Insurance shall, without prejudice to coverage otherwise existing herein, name as additional insureds the City of Portland, its officers, agents and employees, and shall further provide that the policy shall not be cancelled prior to the completion, of this contract without thirty (30) days written notice to the Auditor of the City of Portland. Certificates evidencing such insurance shall be subject to the approval of the Office of the City Attorney as to adequacy of and sufficiency of protection.

XIX. BOND

For the faithful and punctual performance of this contract, it shall be the responsibility of Contractor to furnish City such good and sufficient bond or bond in the penal sum of One Thousand Dollars (\$1,000) to be approved by the Mayor and the City Attorney of the City of Portland conditioned that said Contractor shall fully and punctually comply with all of the provisions of this contract and save City free from all loss or damage that may result from Contractor's failure to do so; that Contractor shall fully secure and pay the just claims of all persons, if any there be, furnishing labor or materials under this contract, and further conditioned that said Contractor shall fully comply with all the provisions of the charter and ordinances for the City of Portland, all applicable rules, regulations or resolutions of all or any governmental units and statutes of the State of Oregon insofar as the same are applicable to this contract for the operation provided herein.

XX. TERM:

The term of this contract shall be from July 1, 1980 until June 30, 1981.

IN WITNESS WHEREOF, the City has caused this agreement to be executed by its Mayor and Auditor, in accordance with Ordinance No.

\_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR

CITY OF PORTLAND

By \_\_\_\_\_ By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Auditor

Approved as to form:

BY \_\_\_\_\_  
City Attorney

SCHEDULE I

## POLICE, PENALTY, CITY AND NON-PREFERENCE TOWS

A. When contractor is dispatched for any City or non-preference private tow, he shall ascertain whether the vehicle in need of tow is capable of being made operational with the available road service equipment carried in Contractor's tow truck and, if possible, render the vehicle operable and thereby avoid the need for towing. In such cases where no tow is needed, Contractor shall charge the fee for Service Call established in the rate schedule listed in Section XI.

B. When performing a Police or Penalty Tow, Contractor shall follow any instructions regarding the tow given by the officer at the scene. Police tows with instruction to hold for fingerprints, investigation, or evidence shall be handled with due care to avoid interference with police activities. All tows with holds for fingerprints and others specifically requested shall be placed in secure inside storage facilities as described in Section VIII of this contract.

SCHEDULE II

## METROPOLITAN TRAFFIC DISTRICT

## TOW AWAY ZONE TOWS

## A. Patrol.

The Contractor shall supply trucks for patrolling the downtown core area of the Southwest and Northwest sections of the City on those streets in which there are evening tow away zones, and shall tow away to any lot designated by the Towing Board of Review any vehicle cited for a violation of the tow away zone. The number of tow trucks to be supplied by Contractor shall be determined by the Board according to the needs of the City.

## 1. Core Area is described as follows:

The Metropolitan Traffic District.

## 2. The evening Tow Away Zone hours are:

4:00 p.m. to 6:00 p.m.

B. All tow trucks used in patrolling the tow away zones shall be equipped as described in III, C. of the towing contract and be in contact with Contractor's headquarters.

C. Contractor shall respond to requests from Dispatcher to supply extra trucks for patrol as available when requested.

D. Contractor will clear streets in the tow away zone in accordance with the priorities established by City.

E. Contractor shall report to Dispatcher and pay Dispatcher the rate provided in the dispatching contract for each vehicle towed or released from a tow away zone.

F. Contractor agrees that the Contractor awarded Schedule 3 of this contract shall be solely responsible to reimburse Contractor the charge for said tow away tow (as described in Section XI) less the sum of Three Dollars (\$3.00) for Schedule 3 Contractor's storage and handling, for each vehicle towed to Schedule 3 Contractor's primary location, on a weekly basis. City shall have no obligation to Contractor for such payments.

SCHEDULE III

## METROPOLITAN TRAFFIC DISTRICT

## TOW AWAY ZONE STORAGE FACILITY

A. Contractor agrees to accept all tow away zone tows as described II, I., towed to his designated facilities and to reimburse on a weekly basis to the Contractor who towed the vehicle the towing fee charged against the vehicle minus Three Dollars (\$3.00) which shall be retained as a service charge.

B. Such central storage facilities shall, as regular business hours, remain open 8:00 am. through 10:00 pm. Monday through Friday, excluding City holidays, for the purpose of releasing tow away vehicles.



SCHEDULE IV

## ABANDONED VEHICLE TOWS

Contractor will perform abandoned vehicle tows in accordance with the procedures provided for herein; in the event any requirement of this schedule is in conflict with a requirement of other sections of this contract, the terms of this schedule will govern.

## A. Response Time:

When the City requests an abandoned vehicle tow, it shall inform Dispatcher whether tow is a 30 or 90 minute tow. Dispatcher shall inform Contractor which type of tow is requested.

1. If a 30 minute abandoned vehicle tow is requested, Contractor shall respond as provided in Section V-A of this contract.

2. If a 90 minute abandoned vehicle tow is requested, Contractor shall arrive at the location requested to perform the tow within ninety (90) minutes.

3. If a Contractor is unavailable to perform more than ninety (90%) percent of tows requested by the Dispatcher during any (30) day period, or develops a pattern, City, action through its Towing Board of Review, may at its discretion cancel or suspend this contract.

## B. Towing Procedures:

1. In performing an abandoned vehicle tow, reasonable care should be exercised to protect the vehicle from damage. This type of tow sometimes needs special care in examining the conditions of the vehicle before towing.

2. In towing vehicles from private property, special care must be exercised so as not to cause damage to any property. All tows from private property will be performed with City Personnel present. Standby time as authorized by the City Inspector at the scene will be paid by the City Inspector at the scene will be paid by City at the rate provided in this contract.

3. Vehicles towed under this schedule will be towed to and stored at \_\_\_\_\_.

C. Payments, Rates:

1. Each contracting towing company shall pay the Dispatcher the rates established by the City for each abandoned vehicle towed.

2. Contractor shall make such payment to the Dispatcher within 10 days of receiving billing for the previous month.

3. It is hereby agreed that the City shall not be responsible for any tow and storage charges or other charges in connection with vehicles towed and stored as abandoned vehicle, with the exception noted above for standby time on tows from private property, but that the charges allowed hereunder for the towing and storage of such vehicles shall be paid by the owner of such vehicle upon redemption. It is discretionary with the Contractor whether or not it shall collect the towing & storage charges prior to release, but in no event shall the City be liable to Contractor for any towing and storage charges.

4. All vehicles towed by order of the Bureau of Buildings shall be appraised by the City Appraiser.

5. Contractor shall pay to the City Forty Dollars (\$40.00) per vehicle towed.

6. Payment for all vehicles towed and released to the owner shall be due on the first sale day after release.

7. Payment for all vehicles towed and appraised in excess of Three Hundred Dollars (\$300.00) shall be due either on the first day after release, or whenever the lien is processed, but in no event later than Ninety (90) days after date of tow.

8. Payment for all vehicles towed and appraised at Three Hundred Dollars (\$300.00) or less shall be due on the sale day, when a Certificate of Sale shall be issued by the Bureau of Buildings.

9. Vehicles shall be disposed of in accordance with Oregon Revised Statutes. At the expiration of the redemption period as prescribed under state statutes, Contractor may assert or process any valid lien on all unclaimed or unredeemed vehicles having a value in excess of Three Hundred Dollars. Providing further that Contractor must assert or process such lien on all unclaimed or unredeemed vehicles having a value in excess of Three Hundred Dollars (\$300.00) within ninety days or the first opportunity to do so.

10. Storage - at the rate provided in the rate schedule of this contract.

11. Records - In addition to the Notification and Records Requirement in VI, the Bureau of Buildings "Towed Vehicle Report" must be initiated by the towing contractor at the time of tow, and completed and surrendered to the Bureau upon request. Repeated failure to complete this form shall be considered a breach of the contract.

A & B Automotive & Towing Service,  
Inc./Jack Benson  
8860 SE 76th Drive  
Portland, OR 97266  
654-7944

Allen's Towing  
1400 NW Hoyt Street  
Portland, OR 97209  
241-8747

Apex Towing Co., Inc.  
Ben Nichols  
34 NW 9th Avenue  
Portland, OR 97209  
223-7131

Arrow Towing Service, Inc.  
Hank Whitney  
3455 SE 21st Avenue  
Portland, OR 97202  
233-5180

Beaver Towing Co.  
Ross King  
6648 NE 46th Avenue  
Portland, OR 97218  
287-6177

Buck's West Portland Texaco, Inc.  
Buck Duncan  
9803 SW Barbur Boulevard  
Portland, OR 97219  
244-7575

City Towing Co., Inc.  
Jim Rydman  
7600 NE Killingsworth Street  
Portland, OR 97218  
282-3500

Bill Gerlock Towing Co., Inc.  
Tim Hamilton  
702 NE Schuyler Street  
Portland, OR 97212  
281-5504

Gilbert's Towing & Storage Svc.  
James Gaddis  
9109 N Wilbur  
Portland, OR 97217  
285-2511

Handy Andy's Towing, Inc.  
Barbara Anderegg  
7991 SW Capitol Highway  
Portland, OR 97219  
246-8012

Lackman's Towing & Automotive, Inc.  
Howard Lackman  
6143 NE Sandy Boulevard  
Portland, OR 97213  
284-6666

Leonard & Son's Towing, Inc.  
Leonard Schultz  
2104 N Willis  
Portland, OR 97217  
285-6643

Newhouse & Hutchins Towing Svc., Inc.  
Bruce Schneider  
1015 SE Woodward Street  
Portland, OR 97202  
236-4134

Oregon Towing Co., Inc.  
Lew O'Reilly  
8658 SE Division  
Portland, OR 97266  
774-1113

Retriever Towing Co., Inc.  
Gary Coe/Craig Thurmond  
1550 NW Kearney Street  
Portland, OR 97209  
222-4763 (Speeds 238-6211)

Rocket Towing Co., Inc.  
Cecil Hepworth  
9200 NE Halsey Street  
Portland, OR 97220  
253-1111

Sam's Texaco & Towing  
7433 N Interstate Avenue  
Portland, OR 97217  
285-6549

S.O.S. Towing & Storage, Inc.  
Larry Runyon  
7007 NE Union Avenue  
Portland, OR 97211  
289-8995

St. John's Towing  
Floyd Vaughan  
12016 N Columbia Boulevard  
Portland, OR 97203  
286-4265

## ORDINANCE NO. 149827

An Ordinance authorizing contracts for vehicle towing and storage as recommended by the Towing Board of Review for the period of July 1, 1980 to June 30, 1981, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

- (1) The Towing Board of Review, pursuant to Chapter 3.98 of the Code, has recommended and the Commissioner of Finance and Administration approves that the form of contract for vehicle towing and storage services attached as Exhibit "A" should be approved for the period of July 1, 1980 to June 30, 1981.
- (2) The Towing Board of Review recommends that the Mayor and the Auditor be authorized to enter into contracts for the period of July 1, 1980 to June 30, 1980 with the towing companies listed in Exhibit "B" subject to the conditions established by this Ordinance and said Exhibit "A".
- (3) The regulatory practice established by City Code Chapter 3.98 and these contracts has certain anti-competitive effects in that services performed by towing companies at the request of the City must be completed on an expedited time schedule which precludes industry-wide competition on all service requests. In addition, motorists must be protected against potential rate manipulation resulting from the City's dispatch of a single tow company in response to each service request, therefore, the City has need to regulate rates and establish dispatching priorities based on geographical territories. The City, through its Towing Board of Review has reviewed the regulated rates and geographical dispatching priorities and find that they have a minimum anti-competitive effect on the industry and that whatever anti-competitive effect does exist is more than outweighed by the public benefit of having an immediate response to requests for towing under often hazardous conditions.

NOW, THEREOFRE, The Council directs:

- (a) The Mayor and Auditor to enter into contracts for vehicle towing and storage service with the applicant contractors as listed in Exhibit "B".

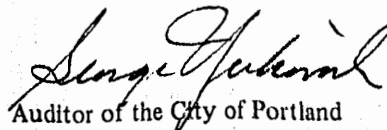
## ORDINANCE No.

- (b) All contracts authorized by this Ordinance shall be null and void unless Contractor shall have filed with the Auditor prior to 12:01 A.M., July 1, 1980 all required bonds and insurance in a form approved by the City Attorney.
- (c) Said contracts to be charged to the General Fund, Bureau of Police, Other Services (619).

Section 2. The Council declares that an emergency exists because present vehicle towing and storage contracts expire June 30, 1980 and new contracts are necessary to provide uninterrupted service; therefore, this ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, JUN 25 1980

Mayor McCready  
T. P. James/mc  
May 30, 1980

  
Auditor of the City of Portland

Calendar No. <sup>2231</sup>

**ORDINANCE No. 149827**

**Title**

An Ordinance authorizing contracts for vehicle towing and storage as recommended by the Towing Board of Review for the period of July 1, 1980 to June 30, 1981, and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Ivancie		
Jordan		
Lindberg		
Schwab		
McCready		

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
Lindberg	
Schwab	
McCready	

INTRODUCED BY
Mayor Connie McCready

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration <i>[Signature]</i>
Safety
Utilities
Works

BUREAU APPROVAL
Bureau: Traffic Engineering
Prepared By: T.P. James/mc      Date: May 30, 1980
Budget Impact Review: <input type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: <i>[Signature]</i> D. E. Bergstrom <i>[Signature]</i>

NOTED BY
City Attorney
City Auditor
City Engineer <i>[Signature]</i>

Filed JUN 17 1980

GEORGE YERKOVICH  
Auditor of the CITY OF PORTLAND  
By *[Signature]*  
Deputy