

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

THIS AGREEMENT made and entered into this 1st day of July, 1981, 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 designated towing dispatcher, hereinafter referred to as "Dispatcher", and City agrees to call the Contractor for such towing subject to the following conditions, exceptions and 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, City, Abandoned Vehicle, Tag Warrant 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 vehicle towed as recovered stolen, prisoner's property, or held under a temporary or formal hold.
 - 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.
 - 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 chapter 3.98 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. Tag Warrant Tow: Any tow ordered, and designated as such by the District Court.

III. CONDITIONS:

- A. Contractor warrants that Contractor is actively in operation in the City of Portland in the professional towing business and is currently licensed by the City of Portland as a towing business.
- 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-6 .
- C. Equipment:
 - 1. Contractor shall, at all times, own or have under Contractor's exclusive control, a minimum of three (3) tow trucks, not exceeding 16,000 GVW, equipped as set forth below.
 - 2. All tow trucks used for City contract towing shall be equipped and maintained as follows:
 - (a) Clearly identified on each side with Contractor's name, City and State, and equipment number of the vehicle.
 - (b) 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, mounted on rims secured with not less than six lug bolts or factory specifications.
 - (c) A minimum of 75 feet of wire rope with a safe working limit of not less than 3,500 pounds as established by the American Society of Mechanical Engineers.

- (d) A four-way flashing system, including at least one flashing amber light, or other color prescribed by state law, of not less than five (5) inches in diameter, mounted high on the tow truck.
 - (e) At least one light mounted behind the cab of the tow truck which is capable of illuminating the area of the tow under darkened or foggy conditions.
 - (f) Portable auxiliary brake light, turn signal light, and tail light systems for use on towed vehicles whose lighting systems are inoperable or inadequate.
 - (g) 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.
 - (h) Equipment capable of providing minor repairs, including, but not limited to, battery starting equipment, tire changing equipment and gasoline.
 - (i) A dolly or approved device for the purpose of towing motor vehicles where the use of such device is necessary to avoid damage to the towed vehicle.
 - (j) Two-way radio equipment capable of communicating directly with Contractor's dispatcher. Such radio equipment shall be approved and licensed by the Federal Communications Commission for Business Radio Service under Part 91 of the F.C.C. regulations, or Automobile Emergency Radio Service under Part 93 of the F.C.C. regulations.
 - (k) All other equipment required by state law.
3. All tow trucks and equipment used for City contract towing shall be maintained in good working condition and shall be kept clean and in well-maintained condition and appearance.
 4. Contractor shall have at least one special trailer or other Board approved special device designed for proper towing or transporting motorcycles.
 5. Contractor shall have a minimum of three (3) drivers available at all times.
 6. Contractor may rent, lease or contract with others to obtain special equipment, not required by this contract, which Contractor deems essential to perform a particular tow or recovery under unusual conditions. Such special equipment shall, in the first instance, be obtained from towing contractors holding vehicle towing contracts with the City if such Contractors have such equipment available. If such special equipment is not available from such City Towing Contractors, such special equipment may be obtained from any other source.

- (a) Rates charged and minimum times charged for must be consistent with industry prices and standards.
 - (b) Contractor may add an additional ten (10) percent charge to the cost of special equipment obtained under III C.6., excluding equipment obtained from another City Towing Contractor, and/or special equipment under Contractors control.
 - (c) 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) The requirements in 6. shall not prohibit a Contractor from the use of, or charge for, special equipment under his control.
7. Except for special equipment obtained for a particular tow pursuant to subsection 6 above, Contractor shall not use any tow truck or other tow vehicle to provide towing services under this contract unless such truck or vehicle is owned by or under the exclusive control of Contractor and has been registered with and inspected by the Towing Board of Review.

D. Prohibitions:

- 1. No Contractor or any of Contractor's employees shall:
 - (a) Make a false statement of a material fact, or omit disclosure of a fact, in the application for the contract.
 - (b) Monitor the police radio for profit or gain.
 - (c) Solicit information as to accident locations 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, by implication, or 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 Contractor's employee from making emergency alterations necessary to permit the towing of such vehicle.
- (h) Tow a vehicle which is occupied by any person.
- (i) Charge for service not performed or make duplicate charges for the same service or charge any fee in excess of those permitted by this contract.
- (j) Use profane or obscene language offensive to any customer, motorist, or other person.
- (k) Be discourteous or abusive to any customer, motorist, or other person.

E. Qualifications & Requirements:

- 1. Contractor warrants that contractor 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 any contractual requirement 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 ensure 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 emergency situations; or hire any Contractor to tow such vehicles in a manner not consistent with this agreement and City's agreement with Dispatcher. When hiring a contractor, City may, by contract, provide that the charges for such towing services shall be paid by, and the responsibility of, a private party, contractor, sponsor or other person or group and not the City.
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 and 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.
 1. The person answering the Contractor's phone must be able to immediately indicate whether the Contractor is "available" to perform the tow.
 2. Dispatcher shall regard any response other than an unconditional positive response as a negative response.
 3. Contractor shall 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.
 4. 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.
 5. Failure to arrive at the location requested within thirty (30) minutes, at a dispatched location, from the time Contractor receives the call from the Dispatcher shall be prima facie evidence that either the Contractor was not available or that delay for which Contractor was responsible has occurred.
 6. Failure to arrive within 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 facie evidence that either the Contractor was not available or that delay for which Contractor was responsible has occurred.

- B. Contractor shall have a company dispatcher available at all times.
 - 1. Such dispatcher shall have two way radio equipment capable of and in radio communication with Contractor's tow vehicles, such radio equipment shall be approved and licensed by the Federal Communications Commission for Business Radio Service under Part 91 of the F.C.C. regulations or Automobile Emergency Radio Service under Part 93 of the F.C.C. regulations.
 - 2. Such dispatcher shall be on duty and in radio communications with Contractor's tow vehicle from the time the vehicle is dispatched on a tow until the time such vehicle completes the tow.
- C. 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.
- D. If a contractor is unavailable to perform at least ninety percent (90%) of the tows requested by the Dispatcher during any thirty (30) day period, or develops a pattern of not being "available", 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. City unit 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. If a Contractor has filed a successful lien against the vehicle, or accepted title in lieu of towing and storage charges, the Contractor will so notify the Dispatcher.
- D. Contractor shall give notice, to be furnished by the City, to each person who seeks to redeem any vehicle towed by order of the City of Portland.
- E. Contractor shall present monthly to the Chairman of the Towing Board of Review, by the Fifteenth (15th) of the following month, an exact copy, either a carbon or photocopy, of the tow bill issued to each and every City-ordered tow, excepting Preference Private Tows, that has been redeemed. Each and every charge allowed by contract shall be itemized, with the single exception that the dispatch fee may be added into the standard tow fee. The copy presented shall be readable, and a true and exact copy.

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

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 or other governing agency, and capable of accomodating vehicles to be stored as follows:
 - (a) All storage areas are to be adequately protected either inside a Towing Board approved building, or behind a Towing Board approved fence, to safeguard vehicles and contents.
 - (b) All storage areas shall be under Contractor's exclusive control.
 - (c) All street and public places adjacent to such facilities shall be kept clear at all times of vehicles that are in custody of Contractor. Change of location of the designated storage facilities or use of additional facilities shall not be permitted without written notice, and prior approval of the Towing Board of Review.
- 2. Contractor will post a sign, or signs, with letters or numerals no smaller than one (1) inch in height, at facility in plain view of the public, at the main entry way, viewable from a public right-of-way, to include all of the following:
 - (a) Contractor's name
 - (b) Telephone number for after hours information
 - (c) Regular business hours
 - (d) Information that a service charge will be levied for releases obtained at other than regular business hours, with the exception of 8 AM to 1 PM, on Saturdays.

B. 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 disptached calls per month.

C. Inside Storage:

1. Number of Spaces Required:
2 (min) per 0-200 dispatched calls per month.
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 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 secured, weatherproof, and be fitted with 115 volt outlet.
4. Inside Storage designated within a building used for purposes in addition to storage of "Police Holds", 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 Contractor 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 by 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.
- D. When performing a TAG WARRANT TOW, contractor shall make every effort, short of physical violence to/with owner/driver, to impound a vehicle with a verified warrant. If, however, impounding the vehicle would result in physical violence, the contractor is directed to release the vehicle to the owner or operator upon payment of the service call fee provided for in Section XI-A-5.

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 at the rate established by the City within ten (10) days of billing by Dispatcher. Contractor shall pay a dispatch fee for a re-tow under section X.D.3.

- 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 paragraph IV-B above.
- C. On all tows resulting from requests received by Contractor pursuant to this agreement, other than Private Preference Tows, Contractor shall charge at a rate not to exceed the rate schedule established below. City shall not be responsible for payment of towing or storage charges for Private Preference Tows.
- D. Police Holds:
1. No storage charges shall accrue against a vehicle towed and held under a temporary or formal police hold until forty-eight (48) hours after completion of the tow. Weekends and legal City holidays shall be excluded in computing the forty-eight (48) hour period.
 2. Contractor may commence charging storage fees at the expiration of the aforesaid forty-eight (48) hour period or four (4) hours after Contractor is notified by the City that the hold has been lifted, whichever first occurs.
 3. Upon request of the City, Contractor will tow any vehicle held by Contractor to a storage facility designated by the City. City shall pay Contractor the towing fee set forth in XI for this service. The Contractor agrees to accept return of all such vehicles and the charges against the vehicle, with the exception of the retow from the Contractor's lot to the City storage facility.
 4. 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 after forty-eight (48) hours of the time the formal hold was lifted. Said 48 hours excludes the hours of 4:15 PM Friday through 7:45 AM Monday and all City holidays.
- E. Exception to the Tow Charge:
1. 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 provided for in Section XI-A-5.
 2. 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 excluding private preference tows pursuant to this agreement.

- 1. Towing of passenger cars, motorcycles, pickups with campers and all other vehicles, loaded or unloaded, not exceeding 10,000 GVW, including dolly use, drive line pull, motorcycle carrying device, T105 Bars or other towing devices. This fee includes the first ¼ hour of stand-by and/or recovery time \$39.05
- 2. Extra charge for stand-by or recovery time per ¼ hour (after first ¼ hour) \$9.00
- 3. When vehicle to be towed exceeds 10,000 GVW and requires a tow truck rated at least 16,000 GVW (Rate to include stand-by time): Per Hour
 - (a) Breakdowns/Impounds \$60.00
 - (b) Accident/Recovery \$80.00
- 4. Tows outside of district, per towed mile: \$2.00
- 5. Road Service or Service Call \$17.00
- 6. Charge for extra man per hour (when tow situation requires) \$23.00
- 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 contractor 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.:
 - a. First 4 hours.....No Charge
 - b. Following 20 hours or any part thereof..... \$6.00
 - c. Thereafter, \$6.00 per additional 24 hours or part thereof.
- 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 the purposes of determining area occupied, such area shall be limited to the actual area the vehicle and its load (if applicable) cover or project over. Unsafe vehicles or loads should be secured if in danger of falling, spilling, tipping or otherwise upsetting.
- 4. For the purposes of determining storage charges, twenty-four (24) hour periods shall be used, not calendar days.
- 5. On all tows except Preference Private and nonpreference private tows, the storage rates shall begin from the time the tow is called in to the Dispatcher as completed.
- 6. Storage on nonpreference Private tows shall begin at the time the towed vehicle enters the storage lot.

XIII. RELEASE OF VEHICLES:

A. Availability:

- 1. An attendant shall be on duty at Contractor's storage facility from 8 AM to 6 PM, Monday through Friday, except City 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 XIII A 4 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 Effects:

1. 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.
2. If, after regular 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 AM and 1 PM if the owner appears within an hour of the agreed time within these hours. The service fee for the first after hours access to the vehicle for removal of personal effects shall not be payable until such time as the vehicle is redeemed.

C. Process:

1. No vehicle towed as a Police Tow shall be released without written authorization of the Police Records Division. Police holds include, but are not limited to, vehicles towed for prisoner's property, recovered stolen vehicles, and holds for investigation.
2. A release for vehicles towed for Tag Warrants must be obtained from the District Court.

3. If the Contractor accepts vehicle title or acquires an approved lien in lieu of payment for towing and storage charges and a release is required, Contractor must also obtain a written release from the appropriate governing agency.
4. 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.
5. 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. Contractor must assert or process such lien on all unclaimed or unredeemed vehicles within ninety (90) days of the first opportunity to do so.
6. 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 shall accept as payment cash, Master Charge, and ViSA, and may accept other methods of payment satisfactory to the Contractor.

XV. CANCELLATION/SUSPENSION:

- A.
 1. 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 violation of any local ordinance or state or federal law or the provisions of this or a preceding contract.
 2. Notice of cancellation shall immediately suspend the City's obligation to dispatch Contractor for any tow under this contract.

- 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.
- 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. 1. 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 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).
2. The summary suspension shall be in effect only until the Board shall have had the opportunity to review the suspension.
3. The Chairman, Vice 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.
4. 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, or for the commission of any crime.
5. 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.
6. 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.
7. 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 fourteen (14) days after receipt of written notification of the Board's 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 or cancellation:
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 this 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 district.
 - (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 printout sheet commencing alphabetically 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.
 - (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.

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 excepting 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 left in the vehicle by City's Police Bureau.

XVII ANTI-DISCRIMINATION CLAUSE:

Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading or demotion; transfer, recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall comply with City Code Chapter 3.100.

XVIII 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 bonds in the penal sum of One Thousand (\$1,000) Dollars, 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 so to do; that Contractor shall fully secure and pay the just claims of all persons, if any there be, furnishing labor or material under this contract, and further conditioned that said Contractor shall fully comply with all provisions of the charter and ordinances of 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.

XIX INSURANCE:

- A. Contractor agrees to maintain such public liability and property damage insurance, as will protect the Contractor and the City of Portland, its officers, 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 a single limit liability policy of not less than \$300,000.
- 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.

XX WORKERS' COMPENSATION COVERAGE:

Contractor agrees to provide City with a certificate establishing that he has qualified (a) as a direct responsibility employer as provided pursuant to ORS 656.407 (Workers' Compensation), or (b) as a contributing employer as provided by ORS 656.411, or (c) if the contract is to be performed without the assistance of others, he will sign a joint declaration with the City that the services are rendered as those of an independent contractor.

XXI TERM:

The term of this contract shall be from July 1, 1981 until June 30, 1982.

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 1

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.

151836

SCHEDULE II
CENTRAL BUSINESS DISTRICT
TOW AWAY ZONE TOWS

A. Patrol.

The Contractor shall supply trucks for patrolling the Central Business District 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. Central Business District is described as follows: That area enclosed by the west bank of the Willamette River, the Broadway Bridge and Broadway Ramp, N.W. Hoyt St., Stadium Freeway and Marquam Bridge.
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 shall patrol streets in such a manner to maximize traffic flow; contractors shall not park, stop, or stand in tow away zones or other restricted parking zones in anticipation of vehicles being cited.

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

F. 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.

G. Contractor agrees that the Contractor awarded Schedule III 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 III Contractor's storage and handling, for each vehicle towed to Schedule III Contractor's primary location, on a weekly basis. City shall have no obligation to Contractor for such payments.

SCHEDULE III

CENTRAL BUSINESS DISTRICT

TOW AWAY ZONE STORAGE FACILITY

A. Contractor agrees to accept all tow away zone tows as described in Schedule II, 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 a.m. through 10 p.m., 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. Bureau of Buildings may allow Contractor more than ninety (90) minutes arrival time at the City's discretion.
4. 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, acting 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 condition 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 City at the rate provided in this contract.
3. Vehicles towed under this schedule will be towed to and stored at _____.

C. Payment Rates:

1. Each contracting towing company shall pay the Dispatcher the rate 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 vehicles, 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 Contractor shall collect the towing and 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 Sixty (60) 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. Failure to complete this form shall be considered a breach of the contract.

A & B Automotive & Towing Service, Inc.
8860 SE 76th Drive
Portland, OR 97266
654-7944
Schedules: I, IV

All Downtown Wrecker Service, Inc.
1410 NW Hoyt
Portland, OR 97209
241-8747
Schedules: I, II, IV

Allen's Towing, Inc.
1400 NW Hoyt Street
Portland, OR 97209
227-0607
Schedules: I, II

Charles Allen, dba
Allen's Automotive & Towing
8705 SE Foster
Portland, OR 97226
774-8918
Schedules: I

Apex Towing Co., Inc.
34 NW 9th Avenue
Portland, OR 97209
223-7131
Schedules: I, II

Arrow Towing Service, Inc.
3455 SE 21st Avenue
Portland, OR 97202
233-5180
Schedules: I

Beaver Towing Co., Inc.
6648 NE 46th Avenue
Portland, OR 97218
287-6177
Schedules: I, IV

City Towing Co., Inc.
7600 NE Killingsworth Street
Portland, OR 97218
282-3500
Schedules: I

Gainer's Towing, Inc.
1422 SE 43rd Avenue
Portland, OR 97215
238-6936
Schedules: I

Bill Gerlock Towing Company, Inc.
702 NE Schuyler Street
Portland, OR 97212
281-5504
Schedules: I

Gilbert's Towing & Storage Service
9109 North Wilbur
Portland, OR 97217
285-2511
Schedules: I

Handy Andy's Towing, Inc.
7991 SW Capitol Highway
Portland, OR 97219
246-8012
Schedules: I, IV

Lackman's Towing & Automotive, Inc.
6143 NE Sandy Boulevard
Portland, OR 97213
284-6666
Schedules: I, IV

Leonard & Son's Towing, Inc.
2104 North Willis
Portland, OR 97217
285-6643
Schedules: I, IV

Newhouse & Hutchins Towing Service, Inc.
1015 SE Woodward Street
Portland, OR 97202
236-4134
Schedules: I, IV

Oregon Towing Co., Inc.
8658 SE Division
Portland, OR 97266
774-1113
Schedules: I

Retriever Towing Co., Inc.
1550 NW Kearney Street
Portland, OR 97209
222-4763
Schedules: I, II, III

151836

Rocket Towing Company, Inc.
9200 NE Halsey Street
Portland, OR 97220
253-1111
Schedules: I, IV

Sarn Okazaki, dba
Sarn's Texaco & Towing
7433 North Interstate Avenue
Portland, OR 97217
285-6549
(storage facility-7110 NE 42nd)
Schedules: I

St. John's Towing
11618 North Lombard Street
Portland, OR 97203
286-4265
Schedules: I

Speed's Automotive, Inc.
120 SE Clay
Portland, OR 97202
238-6211
(storage facility-1559 NW Kearny)
Schedules: I, II

An Ordinance authorizing contracts for vehicle towing and storage as recommended by the Towing Board of Review for the period of July 1, 1981 to June 30, 1982, 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 Public Utilities 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, 1981 to June 30, 1982.
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, 1981 to June 30, 1982 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, THEREFORE, 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".
- 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, 1981 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).

ORDINANCE No.


151836

Section 2. The Council declares that an emergency exists because present vehicle towing and storage contracts expire June 30, 1981 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 24 1981**

Commissioner Strachan
W. W. Shatzer
June 9, 1981

Attest:


Auditor of the City of Portland

Calendar No **2085**

ORDINANCE No. 151836

Title

An Ordinance authorizing contracts for vehicle towing and storage as recommended by the Towing Board of Review for the period of July 1, 1981 to June 30, 1982, and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
JORDAN	1	
LINDBERG	1	
SCHWAB	1	
STRACHAN	1	
IVANCIE		

FOUR-FIFTHS CALENDAR	
JORDAN	
LINDBERG	
SCHWAB	
STRACHAN	
IVANCIE	

INTRODUCED BY
Commissioner Strachan

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration
Safety
Utilities <i>Margaret Strachan (RR)</i>
Works

BUREAU APPROVAL
Bureau:
Buildings
Prepared By: <i>W. W. Shatzer</i> Date: <i>6/9/81</i>
Budget Impact Review:
<input type="checkbox"/> Complete <input type="checkbox"/> Not required
Bureau Head
<i>Roger E. Kelsay</i>

CALENDAR	
Consent	Regular <input checked="" type="checkbox"/>

NOTED BY
City Attorney
City Auditor
City Engineer

Filed JUN 19 1981

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By *George Yerkovich*
Deputy