

CONTRACT FOR DISPATCHING
OF TOWING 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 Portland Security, Inc. hereinafter referred to as "Dispatcher".

W I T N E S S E T H :

The parties agree as follows:

I. The Dispatcher agrees to act as a central dispatcher for the purpose of dispatching towing service when such service is requested by City. City agrees to call the dispatcher for such dispatching service subject to the provisions and exceptions as are contained herein.

II. DEFINITIONS

- a. City: Shall include the Police Bureau, Bureau of Traffic Engineering and the Bureau of Buildings.
- b. Private Tow: A tow of any vehicle other than a "Police", "Penalty", "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 Portland 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 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.

III. DISPATCHING PROCEDURE

The Dispatcher shall have a dispatching operator on duty twenty-four (24) hours a day, seven (7) days a week during the life of this agreement. The Dispatcher will be responsible for the dispatch of all tow requests made by the City according to the following procedures:

- a. City, through its Towing Board of Review, shall provide Dispatcher with a map dividing the City into districts and giving specific boundaries for each district. For each such district, City shall provide lists of towing contractors. authorized to be dispatching for tows within the district; one designating those companies authorized to be dispatched for abandoned vehicle tows, and one designating those companies authorized to be dispatched for City tow, non-preference private tow, police tow and penalty tow.
- b. All requests by City for tow dispatching shall indicate location of the vehicle to be towed, make and license number of the vehicle to be towed, whether the tow request is for a police tow (and reasons for the tow if a police tow), abandoned vehicle tow, City tow, penalty tow, non-preference private tow or preference private tow.
- c. All requests for tows shall be dispatched without delay. Dispatching under this contract shall have priority over all other calls made by Dispatcher, unless a specific waiver of this provision is granted by the Towing Board.

- d. Dispatcher shall dispatch preference private tows by calling the towing company or service organization requested if such company or organization has agreed in advance to pay for the dispatching fee. Otherwise the Dispatcher shall report back that he is not able to dispatch for this company or organization.
- e. Dispatcher personnel shall be available to supply information from these records to the Police Bureau twenty four hours (24) a day, seven (7) days a week.
- f. All such records shall be open to inspection by the Towing Board of Review or any person authorized by the Board, during regular office hours of Dispatcher.
- g. All such records shall become the property of the City and will be surrendered to the City upon request.
- h. Upon receipt, Dispatcher shall immediately report to Records Division, Bureau of Police, all information required to be reported to Dispatcher by the towing company, including the name of the company performing the tow, a complete description of each vehicle towed, the storage facility to which each vehicle is towed and any other information required by the Towing Board of Review.

IV. RECORDS

Dispatcher shall keep accurate records of the following:

- a. The time a request is received and all information supplied to Dispatcher by City when request for tow is made including location of vehicle to be towed, reason for tow if a police tow, and whether the tow request is for a police tow, abandoned vehicle tow, City tow, penalty, non-preference private tow, or preference tow.
- b. The time a towing company is called to dispatch a request for tow, the name of the towing company and the name of the individual contacted at the towing company. If the company reports it is unable to respond to the scene of the request within thirty (30) minutes, the reason given for rejecting the dispatch.
- c. The storage facility to which each vehicle is towed under the City contract, and a complete description of each vehicle towed.

- d. Dispatcher will furnish each month for the preceding month, a monthly summary and log for all towing districts, indicating in a chronological order, each tow dispatched (or attempt to dispatch in event of a reject by Contractor) to include: Date, time of dispatch, tow company, number of tows requested, location of vehicles to be towed, classification of tow, resolution of tow.
- e. Dispatcher personnel shall be available to supply information from these records to the Police Bureau twenty four hours (24) a day, seven (7) days a week.
- f. All such records shall be open to inspection by the Towing Board of Review or any person authorized by the Board, during regular office hours of Dispatcher.
- g. All such records shall become the property of the City and will be surrendered to the City upon request.

V. PAYMENT

- a. Each contracting towing company shall pay Two Dollars & Ninety Five Cents (\$2.95) to the Dispatcher for each call it receives from Dispatcher requesting towing service that results in a vehicle towed or the payment of a service or release charge.
- b. Each contracting towing company shall pay Two Dollars & Ninety Five Cents (\$2.95) to the Dispatcher for each vehicle reported to Dispatcher as towed or released from a tow away zone.
- c. Contractor shall make payment to Dispatcher within ten days (10) of receipt of billing for each month for all calls received in the previous month.
- d. Dispatcher will notify Towing Board of Review Secretary of any contractor failing to pay this dispatching fee, as outlined in (c) above.

VI. EQUIPMENT

Dispatcher shall have sufficient equipment available to meet the performance capability of the following;

- a. Self-printing time clock.
- b. Two (2) trunk lines to Police Bureau

- c. Sufficient dedicated trunk lines to handle calls under this contract, specifically at least one (1) line for outgoing calls and at least (1) line for incoming calls.
- d. A locator map of all City streets.
- e. Adequate office equipment to provide the security of the records of this contract.

VII. CANCELLATION CLAUSE/PERFORMANCE CRITERIA:

The City, acting through its Towing Board of Review, may cancel this contract by giving at least fifteen (15) days notice to Dispatcher for failure to meet the requirements of any local ordinance or State or Federal law or the provisions of this contract. The Towing Board of Review may cause a performance review at up to three (3) month intervals during the life of this contract, to determine the ability of the Dispatcher to adequately perform this contract in all other respects. Dispatcher recognizes that strict adherence to the terms of this contract is of utmost importance to the City, therefore, cancellation of this contract by the Towing Board of Review shall be final and not subject to appeal to the City Council, nor shall cancellation by the City be grounds for Dispatcher ceasing to perform all obligations required of him by the contract prior to the effective date of the cancellation, as stated in the notice hereof.

VIII. ANTI-DISCRIMINATION CLAUSE

The Contractor agrees that it will not deny membership in its association to any person or firm, if such person or firm is otherwise qualified, because of his color, religion, political beliefs or national origin. The 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 determination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall comply with City Code Chapter 3.100.

IX. BOND

For the faithful and punctual performance of this contract, it shall be the responsibility of Dispatcher to furnish City such good and sufficient bond or bonds in the penal sum of Five Thousand (\$5,000) Dollars, to be approved by the Mayor and the City Attorney of the City of Portland, conditioned that said

Dispatcher 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 Dispatcher's failure so to do; that Dispatcher 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 Dispatcher 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.

X. INSURANCE

The 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 not less than \$100,000 bodily injury for each person, \$300,000 for bodily injury for each accidents in the aggregate property damage, or in lieu thereof, a single limit liability policy of not less than \$300,000.

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 for 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.

XI. TERM

The term of this contract shall be for a period of one(1) year from the date hereof and this contract may be renewed from time to time thereafter for a like or shorter period upon the mutual consent of the parties hereto.

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

_____ and _____
by its authorized representative

CITY OF PORTLAND

BY _____
Mayor

BY _____
Auditor

BY _____
_____(Title)

ORDINANCE No. 149805

An Ordinance authorizing and directing the Mayor and the Auditor to enter into a contract with Portland Security, Inc., to provide for the central dispatching of all tow requests through or by the City, to establish charges and rates for the above services, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

- (1) That pursuant to Ordinance No. 138941, a Towing Board of Review has been established to administer the City's towing contracts consistent with the policy established herein.
- (2) That in order to carry out the policy of contracting with all eligible towers and equitably dividing tow requests between all contract tows, it is necessary for the City to enter into a contract for dispatching of towing service.
- (3) Portland Security, Inc. has offered to enter into a contract to provide for the central dispatching of all tow requests.
- (4) The Towing Board of Review recommends that the City enter into a contract with Portland Security, Inc., for the dispatching of tow requests made through or by the City.

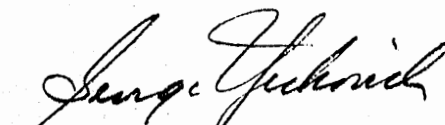
NOW, THEREFORE, the Council directs:

- (a) The Mayor and Auditor hereby authorized to enter into a contract with Portland Security, Inc., said contract to be substantially in conformance with the agreement attached hereto marked Exhibit "A" and by this reference made a part hereof

Section 2. The Council declares an emergency exists because the contract may take effect on July 1, 1980, so that there will be no unnecessary delay and to enable the City to provide the services in order to carry out the functions of the City without interruption; therefore, an emergency hereby is declared to exist and this ordinance shall be in force and effect from and after Passed by the Council, its passage by the Council.

JUN 25 1980

Mayor McCready
May 31, 1980
TPJames/mc


Auditor of the City of Portland

2177
2092
Calendar No.

ORDINANCE No. 149805

Title

An Ordinance authorizing and directing the Mayor and the Auditor to enter into a contract with Portland Security, Inc., to provide for the central dispatching of all tow requests through or by the City, to establish charges and rates for the above services, and declaring an emergency.

JUN 18 1980

CONTINUED TO JUN 25 1980

Filed JUN 13 1980

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By Gordon Crall
Deputy

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

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
McCready	
Schwab	
Goldschmidt	

INTRODUCED BY
Mayor Connie McCready

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration <i>C.M.Q.</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>D.E. Bergstrom</i> <i>PLS</i>

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