

CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS

Sitting/Acting as (if applicable) Policy Session Worksheet

Presentation Date: August 11, 2020 **Approx. Start Time:** 2:30 **Approx. Length:** 1 hour

Presentation Title: Abandoned Vehicles

Department: County Counsel, Sheriff's Office, Code Enforcement

Presenters: Stephen L. Madkour, Jennifer Barrett, Captain Shane Strangfield, Lieutenant Chris Cate

Other Invitees: DTD - Code Enforcement, Facilities

WHAT ACTION ARE YOU REQUESTING FROM THE BOARD?

This policy session is to provide the Board with background and information on an emerging problem area and to seek some direction from the Board. Presently, the County has no policy or program in place to respond to resident's complaints concerning vehicles left abandoned on the county's roads and property. Recently, a resident brought to the Board's attention that a large recreational vehicle had been abandoned on the side of the road at the corner of Clear Creek Road and Redland Road. The matter was pursued by County Counsel who arranged for the vehicle to be tagged and towed. The Board authorized those expenses. However, that was just one of at least nine other offending vehicles that are scattered around the county.

The question to the Board is how would you like county staff to respond to resident's complaints about abandoned vehicles in their neighborhoods?

EXECUTIVE SUMMARY:

We have witnessed an increase in the number of vehicles abandoned on county property or along county roadways. Typically, a resident will call and report an abandoned vehicle. Most often these vehicles are old dilapidated recreational vehicles, with no license plates, no current registration, and occasionally the VIN has been removed. The Sheriff's Office has been tracking nine of these abandoned RVs. The Sheriff's Office has prepared a response to abandoned vehicles and that is included as an attachment to this report.

Abandoned RVs are considered hazardous waste due to the presence of fuel, propane, human waste, drug paraphernalia, and the presence of asbestos in older RVs. The cost to dispose of these vehicles runs around \$100 per foot.

If left unaddressed, the accumulation of abandoned vehicles will result in health and safety issues for county residents, and motorist travelling Clackamas County's roadways. Clearly, RVs present the most challenging items to haul and dispose of. However, we have also seen an increase in cars abandoned on the red soils campus. We have had three vehicles abandoned in the TS parking lot. Lastly, if what is transpiring in Portland is any indication of the future, we should be prepared to deal with abandoned boats and other derelict assets.

The County could employ one or all of the following elements to move toward establishing a more comprehensive system of responding to resident's complaints concerning abandoned vehicles:

1. Establish contract with local towing company capable of towing RVs and of other types of abandoned vehicular assets (Sergeants Towing);
2. Place signage on county owned lots prohibiting unauthorized parking;

3. Establish a County-wide program to respond to resident's concerns about abandoned vehicles;
4. Designate a parcel of County owned property as a potential location to temporarily place towed vehicles;
5. Investigate chain of title and ownership and pursue all options of cost recovery against offending party;
6. Support a statewide Legislative measure intended to address costs associated with removing and disposing of abandoned vehicular assets or increase accountability for offenders;
7. Identify a county department(s) responsible for administering a program overseeing the tracking and disposition of abandoned vehicles; and
8. Identify a funding source for items 2, 4, and 5 above and to support a long-term program to oversee the tracking and disposition of abandoned vehicles.

FINANCIAL IMPLICATIONS (current year and ongoing):

Is this item in your current budget? YES NO

What is the cost? \$100,000 annually What is the funding source? The County has not established a program to address abandoned vehicles and not identified a funding source

STRATEGIC PLAN ALIGNMENT:

- How does this item align with your Department's Strategic Business Plan goals?
No program exists for addressing abandoned vehicles and as such it is not aligned with any department's strategic goals.
- How does this item align with the County's Performance Clackamas goals?

Ensure Safe, Healthy and Secure Communities

Removing these abandoned and derelict vehicles from county roadways and property is necessary to preserve a safe and secure community, free from these eyesores.

Build Public Trust through Good Government

The issue of abandoned vehicles has been brought to the county's attention through citizen complaints. County government is being responsive to the calls of its residents.

LEGAL/POLICY REQUIREMENTS:

The attached documents identify some of the challenges associated with establishing a viable program to respond to abandoned vehicles.

Prior to towing a vehicle we typically tag the vehicle with a notice. If the vehicle is obstructing traffic or otherwise presents a safety hazard it can be towed immediately. For vehicles that have been abandoned on county property we have tracked the plate number or VIN through DMV to the last registered owners. We then send a letter to the last registered owners, which occasionally leads to subsequent owners, but typically not.

There are a few ways to hold owners accountable, depending on the specific circumstances:

- If a vehicle is abandoned, the owner on record can be charged with a Class B Traffic Violation. ORS 819.100;

- If the original owner fails to notify the DoT of transfer, there does not appear to be any repercussions, but they may be susceptible to future violations if the new owner fails to register the title with the DoT. ORS 819.112, ORS 803.117;
- If the original owner sells an untitled vehicle, they face charges for a Class A misdemeanor. ORS 803.085;
- If the new owner fails to submit title documents etc. for the sale, the new owner faces a Class D traffic violation. ORS 803.105;
- If the new owner fails to submit title documents, the original owner will still be listed as the official owner per ORS 03.113, and will be notified if any incident involving the vehicle occurs; however, per ORS 803.117, the original owner will not be liable for civil or criminal penalties if they assigned the title to the new owner and filed a notice of transfer with the DoT.

Specific Statutory Sections:

ORS 819.100: Abandoning a vehicle; penalty: States that the owner as listed in DoT records is liable for the cost of towing and disposition of the vehicle. The offense is a Class B traffic violation

ORS 803.112: Notice of transfer of interest in vehicle; rules; exemptions: Requires sellers to notify the DoT of sale of vehicle within 10 days, however it does not appear to have any enforcement power: “Notification provided under this section is for informational purposes only and does not constitute an assignment or release of any interest in the vehicle.”

ORS 803.085: Selling untitled vehicle prohibited; penalty: States that it is an offense classified as a Class A misdemeanor to sell a vehicle without a title.

ORS 803.105: Failure to deliver documents on transfer; late fee; penalty: If the new owner fails to present title documents to the DoT within 30 days, the new owner could face a Class D traffic violation.

ORS 803.113: Department action upon receipt of notice under ORS 803.112 (above): States that after the original owner submits the notice of transfer, the DoT will continue to list the original owner as the current owner until the DoT receives title documents from the new owner, but there will be a note on file that a notice has been filed and listing the new owner if that information was provided in the notice.

ORS 803.117: Effect of notice of transfer on civil and criminal liability: States that the original owner is not susceptible to civil or criminal liability as long as the original owner notified the DoT of the transfer and assigned the title to the new owner.

PUBLIC/GOVERNMENTAL PARTICIPATION:

To date I am not aware of any outreach to other jurisdictions within Clackamas County concerning how they respond to abandoned vehicles and how those costs are handled.

OPTIONS:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

Memo from Jennifer Barrett, Office of County Counsel Summer Intern
Sheriff's Office Policy Paper

SUBMITTED BY:

Division Director/Head Approval _____

Department Director/Head Approval SLMadkour

County Administrator Approval _____

For information on this issue or copies of attachments, please contact Stephen L. Madkour @ 503-655-8362

Stephen L. Madkour
County Counsel

MEMORANDUM

TO: Stephen Madkour, County Counsel
FROM: Jennifer Barrett, Legal Clerk
DATE: July 21, 2020
RE: Derelict RV Program Research

Kathleen Rastetter
Scott C. Ciecko
Amanda Keller
Nathan K. Boderman
Shawn Lillegren
Jeffrey D. Munns
Andrew R. Naylor
Andrew Narus
Sarah Foreman
Assistants

I. Introduction

This memorandum addresses the issues associated with abandoned RVs located on Clackamas County Right of Ways (ROW). The question is, what can the County do to remove these vehicles from the ROW and how can the County offset any costs associated with the proposed process? Based on conversations with personnel working on the Portland RV program, the Clackamas County Sheriff's Office report, and my own research, I conclude that the County should follow the Sheriff's office proposal and apply the proposed revenue options discussed in this memo. The best option for program revenue is a combination of RV permitting, fines for the illegal parking of RVs, and administrative tow fees for all vehicles towed in the County with the remainder of program costs paid out of the County general fund. This option would implement a combination of Portland and Clark County, WA programs.

I have reached this conclusion based on my research for a few reasons. First, there is very little if any salvage or resale value for the RVs. Most of the RVs contain hazardous materials such as asbestos, fuel, and wastewater with very little salvageable material, meaning that the County is likely to have to pay for the demolition. Second, Portland has found it difficult to track down former owners to charge for towing fees especially for RVs missing license plates and VIN numbers. Third, the County needs to be able to implement a procedure to prevent derelict RVs from being re-sold and abandoned on the streets again. Portland does not charge the RV owners for the tow and will release the vehicle when proof of ownership documents are provided and once the City has approved the relocation destination of the RV onto private property.

The information outlined below includes a review of the current Clackamas County code and procedures, suggestions for program implementations, a background on Portland's RV policies, and a brief description of other county and city initiatives.

II. Current Clackamas County Code

Ability to Tow

Current county code prohibits vehicles from being parked on county highways for longer than 72 hours and prohibits the use of vehicles or trailers for living or camping on county roads and highways in residential, commercial, and industrial areas. 07.01.020. The code gives officers the authority to move any vehicle located on county highways in violation of the code. 07.01.030(b). In addition, the Sheriff can tow vehicles without prior notice when a vehicle is parked on County owned property other than highways or clearly designated public parking spaces without express permission from the county. 07.01.080(D). Finally, the Sheriff may tow a vehicle which has three or more citations in violation of 07.01.20 or 06.06.11 if fines have not been paid or contested within the allotted timeframe. 07.01.08(A).

Lien for Towing Charges

A towing company is permitted to place a lien on the vehicle and its contents for charges related to towing and storage of the vehicle and may keep the vehicle until charges have been paid. 07.01.220.

Ability to Sell

ORS 819.210 gives local entities the authority to sell vehicles if not claimed by owner within 30 days or within 15 days for vehicles worth \$500 or less per ORS 818.215. Vehicle may be sold at public auction or sold under the provisions of ORS 819.220 for vehicles appraised at \$1,000 or less. Abandoned vehicles appraised at \$500 or less may be disposed of as provided in ORS 819.215. See 07.01.230. The proceeds of the sale will go towards the cost of the sale, followed by the expenses of towing and storing the vehicle; any profit will go to the General Fund for the County. 07.01.230. However, per ORS 87.206(1) the lien debtor can reclaim the proceeds from the sale within 3 years of the sale.

III. Current RV Disposal Process

According to the Sheriff's office, the majority of RVs found on the County ROW are abandoned and have little to no monetary value. Tow companies are passing on requests to tow for three main reasons: tow companies are unable to find the last owner to bill for the towing, the RVs take up a large amount of space in tow lots, and the cost for disposal is high (\$90/ft.). Some tow companies are selling the RVs for a very cheap

price to get the vehicles off of their lot, but this usually results in the vehicles being abandoned on the roadways again.

IV. Proposed Response Plan

Suggested Procedure

Due to the growing number of RVs found in the County Right of Way (ROW), the Sheriff's office is proposing the following initiative in order to get RVs off county roads and highways:

1. Develop a contract for towing and dismantling RVs with local companies
2. Fence in a county owned lot for the purposes of storing RVs;
3. Tow RVs in accordance with county code, see above, to designated lot;
4. Title the RVs to Clackamas County;
5. Tow RV to designated dismantling vendor for destruction if not recovered by owner.

Cost

According to the Sheriff's Office report dated 3/20/20, the estimated cost for the program assuming the collection of 20-25 RVs is \$80,000 - \$100,000 in year one followed by \$65,000 - \$85,000 for subsequent years, assuming the number of RVs that require disposal remains the same.

Revenue Options

Derelict RV programs in other jurisdictions include some of the following revenue streams to offset the costs of towing, storing, and disposing of abandoned RVs:

- Flat rate tow fee for every vehicle tow (\$9) (Portland)
- RV permit fee for limited, legal ROW parking (\$0-\$10) (Gresham/Clark County)
- Fines for illegal RV parking (\$50-\$500) (Gresham/Clark County/Oregon City)

V. Portland RV Policies

In 2017, Portland established a plan to address the issue of RVs parked on City ROWs. There are two programs associated with the plan: The Derelict RV program is operated by the Portland Bureau of Transportation (PBOT) and handles all abandoned RVs, whereas the Community Caretaking Program is operated by the Portland Police Bureau and is geared towards towing RVs which are currently being lived in or where there is perceived criminal behavior.

Derelict RV Program

The derelict RV Program helps to remove approximately 400 vehicles from city streets each year. The program targets abandoned RVs located on the public ROW that are broken down, unsafe, and environmentally hazardous. RVs are towed to a city owned lot where they will remain for 30 days. If the RV is not claimed by a registered owner, the RV is sent to Rapid Response for demolition. The owner can claim the RV free of charge with proof of ownership and a City approved relocation destination on private property. See PBOT FY 18-19 Fall Budget Adjustment. (<https://www.portlandoregon.gov/cbo/article/697838>)

Community Caretaking Program

Under the Community Caretaking Program, members of the police may tow a vehicle when there are concerns related to public safety, hazards to traffic flow, safekeeping if the driver is taken into custody, illegal parking, alarm disturbance, evidence of a crime, or stolen vehicle. RVs are towed to a City owned lot where they will remain for 60 days. If the RV is not claimed by a registered owner, the RV is sent to Rapid Response for demolition. The owner can claim the RV free of charge with proof of ownership and a City approved relocation destination on private property. See Portland Police Bureau Directives Manual Section 0630.60: Vehicle Disposition. (<https://www.portlandoregon.gov/police/article/532756>)

Program Process and Costs

The City established a contract with multiple tow companies and Rapid Response Demolition in order to tow and demolish RVs which are not claimed within a specified timeframe. RVs are currently towed to a police impound yard waiting for re-claim unless they are severely damaged by fire in which case they are sent directly to the demolition company.

Most of the money allocated for the program comes from the general fund. Rich Hoyt, Programs Coordinator II for Portland's Derelict Towing program told me that the City has reached out to lawmakers in Salem about possible surcharges associated with RV purchases, but have had considerable pushback. Rich offered to connect me with his manager, Dave Benson, who was involved with the original outreach to lawmakers and has expressed interest in a possible multiple city/county coalition to bring more attention to the issue.

According to PBOT's 2018 budget note, the derelict RV program employs six staff members. The total budget is \$1, 7221,500 and comes from two sources: \$1,541,500 from General Transportation Revenues and \$180,000 from tow fees. See PBOT FY 18-19 Fall Budget Adjustment. (<https://www.portlandoregon.gov/cbo/article/697838>)

City Tow Fees

The City of Portland charges a service fee of \$38 per vehicle tow for public and private tows. According to a representative from PBOT, \$9 of this service fee goes towards the derelict RV program. The total yearly revenue from this service fee for 2018 was listed on the PBOT FY 18-19 Fall Budget Adjustment as \$180,000.

Unlawful Transfer of RVs

In order to reduce the number of derelict RVs abandoned on the street, Portland created code 14A.30.070 which makes it unlawful for a person to sell, lease, rent, loan, donate or otherwise transfer possession of an RV that contains a leaking wastewater or fuel system. This includes wastewater and fuel systems that are damaged to the point where a reasonable person would conclude that the system cannot operate normally without leaking.

In 2017 when the law went into effect, Portland offered a free RV turn-in day to encourage residents to dispose of their unwanted RVs for free rather than pay the typical disposal fee which the city estimated could cost \$1,000 - \$2,000. The goal of the turn-in day was also to reduce the cost the city bears for enforcement and removal of abandoned RVs. See PBOT News Release: Portland Prohibits sale of Hazardous RVs, offers free turn-in day proposal (<https://www.portlandoregon.gov/transportation/article/662530>)

Anderson Agreement

Rich Hoyt also mentioned potential 4th Amendment Constitutional issues which have arose from the clearing of camps. The city now follows the Anderson Agreement for the clearing of RVs and campsites. As part of the Settlement in Anderson v. Portland, City officials must post advance notice of 48 hours to 10 days for the clearing of any illegal campsites. After the allotted time has passed, City officials may clear the site, but anything left behind of value or utility must be documented, photographed, and stored for one month before it can be thrown away or donated. Further research would be required to determine if occupied RVs would be subject to similar constitutional claims in Clackamas County. For more details, see FAQ on Enforcement on the City's Homelessness Toolkit website (<https://www.portlandoregon.gov/toolkit/article/563496>).

Special Ordinance during Housing Crisis

During the housing crisis, the Bureau of Development will de-prioritize enforcement of RVs and Tiny Homes parked on private property provided they follow the Bureau's guidelines. A pamphlet on the requirements for keeping such vehicles on private property can be found here: <https://www.portlandoregon.gov/bds/article/668393>

It should also be noted that during the time of COVID-19 most clearings of RVs and homeless encampments have been placed on hold.

VI. Other County/City Initiatives

City of Gresham

The City of Gresham has created contracts with two local towing companies and one RV disposal company to help manage the issue of abandoned RVs in their City. Abandoned vehicles are subject to a \$500 fine. RVs can be legally parked on the street for 72 hours by requesting a free permit online. The permit can be renewed 5 times per calendar year.

Clark County, WA

Clark County approved an ordinance in March of this year to limit the number of RVs abandoned on public streets. The new ordinance requires residents to purchase a \$10 parking permit for RVs with a seven day limit which can be renewed once per year. Those who violate the ordinance are subject to a \$50 fine for the first offense and a \$100 fine for the second offense followed by a \$250 fine for any further infractions and may be towed. An RV may also be towed if it is leaking wastewater. See Clark County Code Section 10.04.020.

Oregon City

Per Chapter 10.12 of the Oregon City Municipal code, it is unlawful to park a trailer, mobile home, or RV on any street, public place or any tract of land owned by a person with the following exceptions if the RV: does not create a hazard to traffic or motorists, does not obstruct the view from any other property, has a valid license or registration, and is parked on a concrete or gravel pad free of vegetation. There are temporary permits available in certain cases and violations will be deemed a nuisance and will be dealt with as prescribed in Chapters 1.20 and 1.16.

VII. Help for People living in Derelict RVs

Some communities have initiated programs to help the homeless and those who are displaced from their RVs due to safety concerns. Examples include the City of Gresham's Clean Start program and Portland's Homelessness/Urban Camping Impact Reduction Program. Reaching out to the Housing Affordability and Homelessness Task Force for Clackamas County may be a good starting point for providing feedback on this program and the effect it may have on community members currently living in RVs. Providing assistance to community members in need of housing and employment will hopefully reduce the number of RVs used for housing on County ROWs.

VIII. Conclusion

Based on the information above, Clackamas County should look into implementing the process outlined by the Sheriff's Office and look into possible revenue sources including: permit fees for temporary RV parking, revenue from tow administrative fees, and fines for illegal RV parking.

Please let me know how you would like me to proceed. I can reach out to contacts within the City of Portland to learn more about their budget or for further policy questions. I am also happy to reach out to the Sheriff's Office to get their feedback on policy options moving forward.



Clackamas County Sheriff's Office

CLACKAMAS COUNTY SHERIFF'S OFFICE

RESPONSE TO ABANDONED RECREATIONAL VEHICLES, CAMPERS AND BOATS ON OR ADJACENT TO COUNTY ROADWAYS

03/20/2020

PROJECT BACKGROUND AND DESCRIPTION

For the past several years there has been a growing number of abandoned recreational vehicles, campers and boats being called into the Sheriff's Office by County residents who are displeased with them being left abandoned on or adjacent to County Roadways. These vehicles have been tagged as abandoned per the Clackamas County Sheriff's Office tow policy. Tows have been requested for them.

Tow companies are reluctant to tow abandoned recreational vehicles because of the hazardous materials (fuel, grey water, black water, needles, other hazardous fluids) possibly on board, limited storage space at their lots, and limited value in the vehicles as far as obtaining liens against them to sell and recoup losses.

There is an issue with these recreational vehicles (as well as campers and boats) in determining who the current owner of them is because of improper vehicle transfer of ownership and registration. There is also an issue with disposing of these recreational vehicles as not many facilities are equipped to deal with them.

Prior attempts to deal with this growing issue have been unsuccessful because of funding and disposal options.

PROJECT SCOPE

This project will address this growing trend of abandoned recreational vehicles on or adjacent to Clackamas County roadways by establishing a process that includes towing

"Working Together to Make a Difference"

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the vehicles, storing the vehicles until proper title paperwork can be obtained, towing the vehicles from the storage lot to a disposal facility and then properly and safely disposing of the vehicles.

PROJECT REQUIREMENTS

- **A specific budget to cover the costs of towing, storage and disposal of abandoned recreational vehicles, campers and boats.**
- **A dedicated County lot with appropriate security fencing for storage**
- **A contract outlining acceptable charges for towing and storage of abandoned RV's (and similar vehicles).**
- **Identify a disposal company and establish a contract with this company covering charges associated with disposal**

COMPARABLE PROGRAMS

The City of Gresham created a specific program to deal with incidents such as this which specifically outlined a company that would dispose of the recreational vehicles (Rapid Response Bio Clean) and language covering reimbursement to two companies for towing the vehicles (see attached)

SUGGESTED ACTIONS

- Obtain data on number of abandoned recreational vehicles that meet the aforementioned criteria at this time and additional reported abandoned recreational vehicles after this date to determine a realistic budget for the program. **Currently tracking 9 abandoned recreational vehicles. Attached is a spreadsheet and pictures of some of them for review.**
 - An email has been sent out to County Deputies and County Sergeants requesting they provide this information and also tag the vehicles as abandoned and attempt to tow them per our current tow policy.
 - Entries will be recorded in a spreadsheet to be used in conjunction with this procedure.
- Determine list of tow companies that would be able to tow recreational vehicles, campers and boats to a designated County storage site. **Currently we have 2 tow companies that can tow B and C tows and 2 companies that can tow B tows. Most recreational vehicles including motorhomes and boats would fit in one of these two categories. Billy with Cascade Towing has expressed an interest in towing these at a reduced rate if we have our own tow lot.**
 - Negotiate towing fees to the secure lot and from the secure lot to the disposal site.

- Determine potential vendors for destruction of these vehicles as per current County regulations.
 - Gresham is currently contracting with Rapid Response Bio Clean, 6400 SE 101st Avenue, Building D-2, Portland, Oregon, 97266.
 - Determine other possible vendors. **Unable to locate any additional vendors that complete this service.**
 - Develop contract

SUGGESTED PROCEDURE FOR TOWING AND DISPOSAL

- Procure a County lot for temporary storage of the vehicles described in this proposal.
- Vehicle is tagged in the field as abandoned per County policy or towed as a hazard if applicable.
- Vehicle is towed to our dedicated storage site and dropped off at the location.
- Vehicles are titled to Clackamas County
- Vehicles are then towed from the dedicated storage site and dropped off at the location.
- Vehicles are permanently destroyed.

ANTICIPATED COST OF THE PROGRAM

- Average cost to dispose of the vehicle is \$90 per foot. Average recreational vehicle length is 30 feet.
- Average tow bill per vehicle will be approximately \$300 to tow to the secure lot and an additional \$300 to tow to the disposal site.
- Average cost for lien to be put on the vehicle is \$150.
- Total cost per vehicle for towing and disposal would be approximately \$3450.
- Total cost of fencing a County owned lot would be approximately \$15000.
- Anticipated total budget needed for year one would be between \$80000 and \$100000 based on an estimate of 20-25 abandoned motorhomes or boats in the first year. After the first year the anticipated budget of the program would be between \$65000 and \$85000 based on an estimate of 20-25 abandoned motorhomes or boats each year.



OSTER ROAD





70th / Jack Road





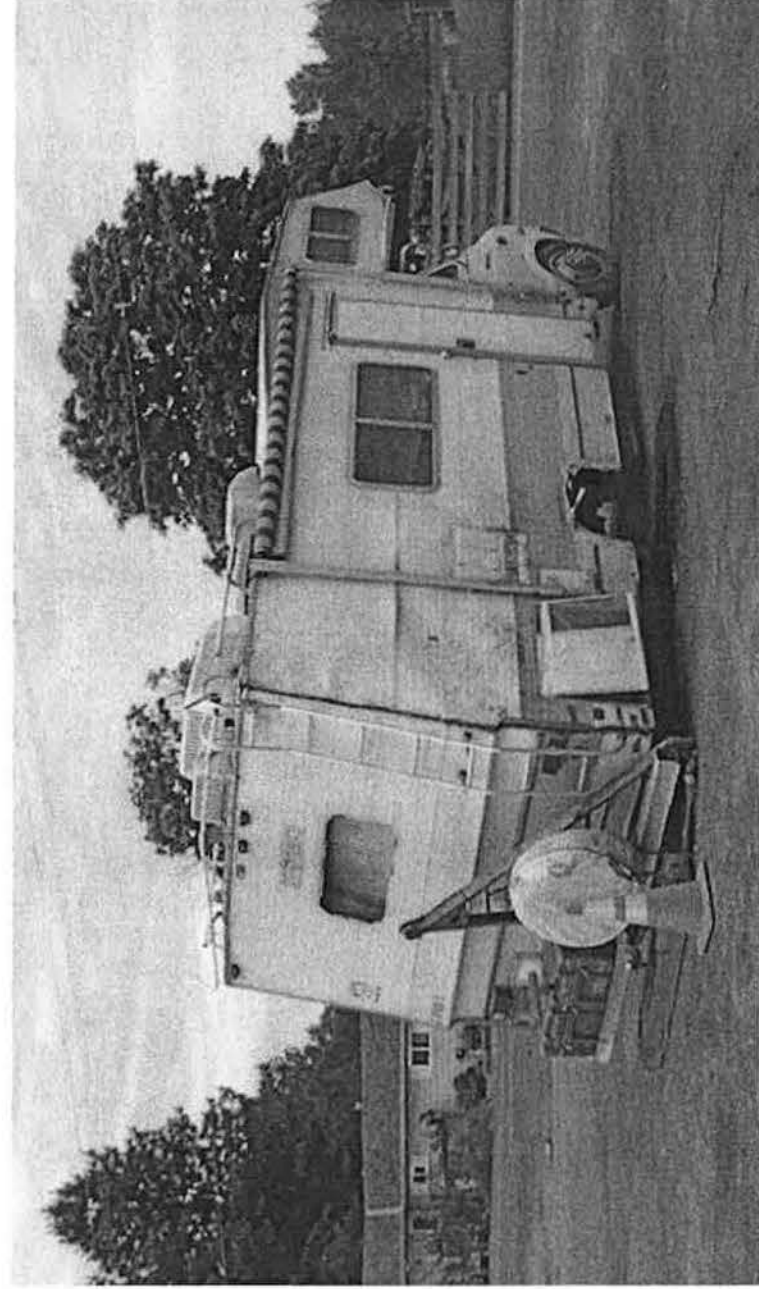
CLARENCE / INDUSTRIAL





CLEAR CREEK / REDUND





DICKIE PRAIRIE ROAD

Scott Cater

February 23rd, 2020

7066 S Oster Rd
Woodburn, OR 97071
Scater503@gmail.com

Dear Sheriff Roberts,

On Monday, February 2nd at 6am a dilapidated and inoperable Winnebago motor home was towed to and abandoned within the Clackamas County right of way on S. Oster Road near my property at 7066 S. Oster Rd. Woodburn. The vehicle was heard by two Oster Rd. residents as it was towed down on its rims. An examination of the motor home revealed that its motor and drive line were missing as well as most of the interior. Also observed was a "to be towed" tag on the window that was placed on it by Officer Willits of Mt. Angel PD on January 27th.

Deputy Funk responded to the location to investigate (CCSO case # 20-003010) and contacted Mt. Angel PD and the owner of the vacant lot the RV had been parked next to when it was tagged. His investigation revealed that the person who was most likely involved in the dumping was Michael Akers, AKA Michael Selma. Mr. Akers is a career criminal and very unlikely to return for his worthless motor home.

Deputy Funk advised us that Clackamas County could not force tow operators to remove the RV from the right of way, and that due to the expense of impounding these derelicts, no tow company will want it and Clackamas County doesn't have the funds to pay the tow bill. Deputy Funk was responsive, understanding and professional.

The residents on Oster Rd. are frustrated with this situation. Not only is this derelict an eyesore to our beautiful community, it is parked very close to Dresher Creek, which empties into Butte Creek. The corner of Oster Rd. where it is dumped is frequented by youth who like to party there. Our fear is that one night, in the near future, the kids are going to be washed into the creek by the rains.

Though we have no money to mention, and we hate saying it, but we don't ask for a lot of service down here for our pot holes filled once in a while we are stuck out in this situation and please get this environmental disaster.

Since

*Shane -
can you please
have someone follow-up.
Thank you
Bill*

cc: Shane Strangfeld



IMG-2250.JPG

Tape Measure EXTENDED
26' From center of
OSTER RD TO Show
RIGHT of way.



<https://mail.google.com/mail/u/0/>

2-3-20

Call Details - Event Log
AREAWIDE:2020-0203-00004:20-002695

20-2695

Date	Time	Modified By	User	Description
02/03/2020	17:27:49	CCSO		Contractor AREAWIDE is selected through the call rotation process.
02/03/2020	17:27:49	CCSO		Reason Code Set: Abandoned
02/03/2020	17:27:49	CCSO	jeagle	Status is set to CALL TAKEN
02/03/2020	17:29:39	AREAWIDE	Mobile	Status changed from CALL TAKEN to DISPATCHED
02/03/2020	17:29:39	AREAWIDE	Mobile	Status changed from DISPATCHED to ACCEPTED
02/04/2020	12:22:42	AREAWIDE	Mobile	Onsite Time set -->2020-02-04 12:22:00 by: Mobile
02/04/2020	12:22:42	AREAWIDE	Mobile	Status changed from ACCEPTED to ON SITE
02/04/2020	14:12:20	CCSO	acastro	Status changed from ON SITE to CALL TAKEN
02/04/2020	14:12:20	CCSO	acastro	Status changed from CALL TAKEN to CANCELLED

ZONE 5

Calls Services Report
Clackamas Co Sheriffs Office

Date Range: 01/01/2020 To: 03/12/2020

Report Date: 03/12/2020

No	Call Date	Case No	Beat	Contractor	Tow Reason	License	State	Status	Services	Total
1	01/03/2020	20-000199	Z7-Non Pref	MMTOW	No Insurance	810FAK	OR	STORED	Hook Up Fee - Class A \$20, Mileage One Way - Class A, Labor At Scene - Per Hour	266.00
2	01/03/2020	20-000202	Z7-Non Pref	MMTOW	Abandoned	H998600	OR	STORED	Hook Up Fee - Class B \$30, Mileage One Way - Class B, Labor At Scene - Per Hour	395.00
3	01/19/2020	20-001480	Z5-Non Pref	MMTOW	DWS/No Op	XCB735	OR	STORED	Hook Up Fee - Class A \$20, Mileage One Way - Class A	288.00
4	01/22/2020	20-001712	Z7-Non Pref	MMTOW	No Insurance	020GJQ	OR	STORED	Hook Up Fee - Class A \$20, Mileage One Way - Class A	224.00
5	01/27/2020	20-002098	Z7-Non Pref	MMTOW	Accident/Asst	734czt	OR	STORED	Hook Up Fee - Class A \$20, Labor At Scene - Per Hour, Mileage One Way - Class A	432.00
6	02/02/2020	20-002610	Z5-Non Pref	MMTOW	DWS/No Op	NONE		STORED	Hook Up Fee - Class A \$20, Mileage One Way - Class A	408.00
7	02/06/2020	20-002901	Z7-Non Pref	MMTOW	DWS/No Op	493EFR	OR	STORED	Hook Up Fee - Class A \$20, Mileage One Way - Class A, Labor At Scene - Per Hour	299.00
8	02/07/2020	20-003044	Z5-Non Pref	MMTOW	Stolen/Reco vered	DVR9	FL	STORED	Hook Up Fee - Class A \$20, Mileage One Way - Class A, Labor At Scene - Per Hour	298.00
9	02/11/2020	20-003348	Z5-Non Pref	MMTOW	DWS/No Op	644HNR	OR	STORED	Hook Up Fee - Class A \$20, Mileage One Way - Class A	272.00
10	02/14/2020	20-003589	Z7-Non Pref	MMTOW	Accident/Asst	377KGX	OR	STORED	Hook Up Fee - Class A \$20, Mileage One Way - Class A, Spill Kit \$85, Labor At Scene - Per Hour, Tow Company Fee Adjust	426.00
11	02/15/2020	20-003646	Z5-Non Pref	MMTOW	Courtesy	XZV286	OR	STORED	Hook Up Fee - Class A \$20, Mileage One Way - Class A, Labor Additional Per 15Mi	356.00
12	02/15/2020	20-003702	Z7-Non Pref	MMTOW	DUII	208HXM	OR	STORED	Hook Up Fee - Class A \$20, Mileage One Way - Class A	216.00
13	02/25/2020	20-004542	Z7-Non Pref	MMTOW	Accident/Asst	907KYK	OR	STORED	Hook Up Fee - Class A \$20, Mileage One Way - Class A, Labor At Scene - Per Hour	283.00
14	02/26/2020	20-004628	Z5-Non Pref	MMTOW	Hazard	H123459	OR	STORED	Hook Up Fee - Class B \$30, Mileage One Way - Class B	444.00
15	03/04/2020	20-005230	Z5-Non Pref	MMTOW	Stolen/Reco vered	NONE	OR	STORED	Hook Up Fee - Class B \$30	300.00

Cancelled Call Report
Clackamas Co Sheriffs Office
***** Indicates Reassigned Calls**

Date Range: 01/01/2020 To: 03/12/2020

Report Date:

No	Call No	DR No	Beat	Contractor	Call Date	Cancel Date	Cancellation Reason	User	Notes
1	2020010600004***	20-000396	Z5-Non Pref	AREAWIDE	01/06/20 12:22:18	01/06/20 12:28:01	Other	CCSO	Reassigned by System. No response from AREAWIDE
2	2020011700002***	20-1263	Z5-Non Pref	AREAWIDE	01/17/20 00:28:02	01/17/20 00:34:01	Other	CCSO	Rejected by driver using mobile dev
3	2020011700003***	20-1263	Z6-Non Pref	AREAWIDE	01/17/20 00:34:01	01/17/20 00:40:00	Other	CCSO	Reassigned by System. No response from AREAWIDE
4	2020020300004	20-002695	Z5-Non Pref	AREAWIDE	02/03/20 17:27:49	02/04/20 14:12:20	Other	acastro	Wrong equipment arrived - Bottom. TOW COMPANY CALLED SAYS DON'T HAVE RIGHT EQUIPMENT MOTORHOME.
5	2020021500006***	20-003646	Z5-Non Pref	AREAWIDE	02/15/20 06:17:01	02/15/20 06:24:00	Other	CCSO	Reassigned by System. No response from AREAWIDE
6	2020021600004***	20-003740	Z5-Non Pref	AREAWIDE	02/16/20 15:01:31	02/16/20 15:08:00	Other	CCSO	Reassigned by System. No response from AREAWIDE
7	2020022300001***	20-004302	Z6-Non Pref	AREAWIDE	02/23/20 00:34:17	02/23/20 00:34:58	Other	CCSO	Rejected by driver using mobile dev
8	2020030300006	20-5033	Z5-Non Pref	AREAWIDE	03/03/20 03:22:17	03/04/20 14:32:50	Cancel For LEA Reason	acastro	Tow Request not needed.
9	2020030400011***	20-5244	Z5-Non Pref	AREAWIDE	03/04/20 23:03:46	03/04/20 23:12:00	Other	CCSO	Reassigned by System. No response from AREAWIDE
10	2020030700002***	20-005426	Z5-Non Pref	AREAWIDE	03/07/20 03:59:14	03/07/20 04:06:00	Other	CCSO	Reassigned by System. No response from AREAWIDE

Calls Services Report
Clackamas Co Sheriffs Office

Date Range: 01/01/2020 To: 03/12/2020

Report Date: 03/12/2020

No	Call Date	Case No	Beat	Contractor	Tow Reason	License	State	Status	Services	Total
1	01/06/2020	20-000396	Z5-Pref Tow	AREAWIDE	Hazard	214CST	OR	STORED	Hook Up Fee - Class A \$20, Mileage One Way - Class A	312.00
2	01/11/2020	20-000799	Z6-Non Pref	AREAWIDE	No Insurance	470BUE	OR	STORED	Hook Up Fee - Class A \$20, Mileage One Way - Class A	216.00
3	01/21/2020	20-001582	Z5-Non Pref	AREAWIDE	Evidence	255ERG	OR	SERVICES	Hook Up Fee - Class A \$20, Mileage One Way - Class A	328.00
4	01/21/2020	20-001582	Z5-Pref Tow	AREAWIDE	DWS/FM	255ERG	OR	STORED	Hook Up Fee - Class A \$20, Mileage One Way - Class A	312.00
5	01/24/2020	20-001807	Z5-Non Pref	AREAWIDE	Hazard	665BMX	OR	STORED	Hook Up Fee - Class A \$20, Mileage One Way - Class A	288.00
6	01/25/2020	20-001949	Z5-Non Pref	AREAWIDE	DWS/No Op	YPR317	OR	STORED	Hook Up Fee - Class A \$20, Mileage One Way - Class A	216.00
7	02/07/2020	20-002969	Z5-Non Pref	AREAWIDE	DWS/No Op	WDB311	OR	STORED	Hook Up Fee - Class A \$20, Mileage One Way - Class A	232.00
8	02/28/2020	20-004758	Z5-Non Pref	AREAWIDE	Stolen/Reco vered	613DCR	OR	STORED	Hook Up Fee - Class A \$20, Mileage One Way - Class A, Labor At Scene - Per Hour, Labor At Scene - Per Hour	620.00
9	03/02/2020	20-004944	Z6-Non Pref	AREAWIDE	DWS/No Op	AVY3389	WA	STORED	Hook Up Fee - Class A \$20, Mileage One Way - Class A	264.00
10	03/02/2020	20-004992	Z5-Non Pref	AREAWIDE	Arrest	CL29946	OR	STORED	Hook Up Fee - Class A \$20, Mileage One Way - Class A	280.00
11	03/06/2020	20-005390	Z5-Non Pref	AREAWIDE	DWS/No Op	063FWF	OR	STORED	Hook Up Fee - Class A \$20, Mileage One Way - Class A	240.00
12	03/09/2020	20-005590	Z5-Non Pref	AREAWIDE	DWS/No Op	559HYK	OR	STORED	Hook Up Fee - Class A \$20, Mileage One Way - Class A	256.00

Call Details - Event Log

AREAWIDE:2020-0203-00004:20-002695

Date	Time	Modified By	User	Description
02/03/2020	17:27:49	CCSO		Contractor AREAWIDE is selected through the call rotation process.
02/03/2020	17:27:49	CCSO		Reason Code Set: Abandoned
02/03/2020	17:27:49	CCSO	jeagle	Status is set to CALL TAKEN
02/03/2020	17:29:39	AREAWIDE	Mobile	Status changed from CALL TAKEN to DISPATCHED
02/03/2020	17:29:39	AREAWIDE	Mobile	Status changed from DISPATCHED to ACCEPTED
02/04/2020	12:22:42	AREAWIDE	Mobile	Onsite Time set -->2020-02-04 12:22:00 by: Mobile
02/04/2020	12:22:42	AREAWIDE	Mobile	Status changed from ACCEPTED to ON SITE
02/04/2020	14:12:20	CCSO	acastro	Status changed from ON SITE to CALL TAKEN
02/04/2020	14:12:20	CCSO	acastro	Status changed from CALL TAKEN to CANCELLED

Call Details - Notes
AREAWIDE:2020-0203-00004:20-002695

Date	Time	User	Agency Notes	Notes	Select
02/03/2020	17:27:49	jeagle	Off Roadway : On Roadway : STR		<input type="radio"/>
02/04/2020	14:12:20	acastro	2020-02-04 14:12: Cancel Call		<input type="radio"/>

Call Details - Event Log
AREAWIDE:2020-0312-00009:20-005846

Date	Time	Modified By	User	Description
03/12/2020	16:41:50	CCSO		Contractor AREAWIDE is selected through the call rotation process.
03/12/2020	16:41:50	CCSO		Reason Code Set: Abandoned
03/12/2020	16:41:50	CCSO	stevefun	Status is set to CALL TAKEN
03/12/2020	16:42:55	AREAWIDE		Rejected by AREAWIDE User: Mobile

3/12/20

Incident Details - Notes
CCSO-2020031200009

Share with Contractor:

Overall light weight: 20' MH, no engine, stripped. Going to need a truck - not flatbed. front driver side wheel flat. rear driver side wheel missing. 'Abandn' 'Abandn'

close

print

Call Details - Event Log

MMTOW:2020-0312-00008:20-005846

Date	Time	Modified By	User	Description
03/12/2020	16:38:19	CCSO		Contractor MMTOW is selected through the call rotation process.
03/12/2020	16:38:19	CCSO		Reason Code Set: Abandoned
03/12/2020	16:38:19	CCSO	stevfun	Status is set to CALL TAKEN
03/12/2020	16:41:50	MMTOW		Rejected by MMTOW User: jayjay
03/12/2020	16:41:50	CCSO	CCSO	Status changed from CALL TAKEN to CANCELLED

CONTRACT AMENDMENT
CITY OF GRESHAM CONTRACT NO. 5598
Amendment No. 3

This Contract Amendment is entered into between the CITY OF GRESHAM, a municipal corporation of the State of Oregon (hereinafter referred to as "City") and Northwestern Towing & Recovery, Inc. (hereinafter referred to as "Contractor") and amends that contract on file with the City of Gresham (hereinafter referred to as the "Agreement").

Whereas the City and Contractor desire to amend the Contract for the following reasons:

The Parties desire to modify the costs for the towing of Recreational Vehicles, Campers, Camping Trailers, and Boats.

Now, therefore, it is hereby agreed that the Contract is amended as follows:

1. **Section B, Effective Date and Duration**, is modified to expire on June 30, 2018.
2. **Section C (4), Department Tow**, is modified by adding the following text:

"City may request a Department Tow for Recreational Vehicles and Boats that are parked in violation of GRC Article 8.25 and have been provided an impound notice per GRC Article 8.35, if required. The costs for Department Tows of Recreational Vehicles, Boats, Campers, and Camping Trailers are listed in Appendix 8. Recreational Vehicles, Boats, Campers, and Camping Trailers that are eligible to be dismantled shall be towed to:

Rapid Response Bio Clean
6400 SE 101st Avenue, Building D-2
Portland, OR 97266

Contact:
503-421-5148 Lance Hamel, Owner
503-305-1856 Jesse White, Director of Operations
503-387-1335 Ken Reilly, Crew Boss and primary Lot Manager

Or as otherwise authorized by the City of Gresham in writing.

3. **Appendix 8 is added to the contract as follows and as attached hereto.**

Appendix 8. The City agrees to pay Contractor for towing recreational vehicles (RVs), boats, campers and camping trailers that meet the following criteria:

- i. Towed at the request of the City of Gresham
- ii. Not reclaimed within 30 days of being taken into custody;
- iii. Has an appraised value of \$500 or less by person who holds a certificate issued under ORS 819.480.

4. **Payment.** To receive payment for towing a Recreational Vehicle, Camper, Camping Trailer, or Boat under Appendix 8, Tower must provide the following:

- i. Appraisal issued by a person who holds a certificate under ORS 819.480 showing value of Recreational Vehicle, Camper, Camping Trailer or boat is less than \$500;
- ii. Documentation of towing, mileage, storage costs;
- iii. Reimbursements will be capped by category at the maximum amount listed in Appendix 8; and
- iv. All reimbursement requests must be made no later than 90 days from date of original tow requested by CITY.

In all other respects, the Contract shall remain in full force and effect.

CITY OF GRESHAM

**NORTHWESTERN TOWING & RECOVERY,
INC.**



City Manager or Designee

Contractor

Date: 05-22-2018

Date: 4-10-18

APPROVED AS TO FORM



City Attorney or Designee

Date: 5-22-2018

APPENDIX 8

**DEPARTMENT TOWING RATES AND FEES FOR
RECREATIONAL VEHICLES (RVs), BOATS, CAMPERS AND CAMPING
TRAILERS**

*The Contractor may not charge rates and fees for RV towing services if the
vehicle is reclaimed by the registered owner or sold at auction.*

DEPARTMENT TOWS	Class A	Class B	Class C
Towing Rate (Hookup Fee) for recreational vehicles (RVs), boats, campers and camping trailers	\$105.00	\$150.00	\$200.00
Mileage (first 5 miles are at no charge)	\$3.50	\$3.75	\$4.00
Recovery / Winching	\$75 per hour		
Re-tow	\$150.00	\$200.00	\$250.00
Standby / Labor (First 30 minutes are at no charge. Time begins when truck arrives on scene and charge applies after 30 minutes. Time spent cleaning an accident scene is included in this category.)	\$17.00		
Heavy Wrecker	\$175.00		
Agency vehicle road service – limited to tire changes, jump starts, winch outs, and delivery of up to two (2) gallons of gasoline	\$40.00	\$58.00	\$92.00
No other category of charges other than those listed in the above chart may be charged for the towing of a recreational vehicle (RV), boat, camper or camping trailers			
STORAGE	RATES		
Recreational Vehicles (RVs), Boats, Campers and Camping Trailers	\$15/day maximum of 35 days		
Lien Fees	Reimbursable up to full amount shown on DMV transaction receipt		
All receipts must show VIN and Case Number			

**CITY OF GRESHAM
PRICE AGREEMENT**

for

RV ABATEMENT

This Price Agreement ("Contract") is between the City of Gresham, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called "City" and Rapid Response Bio Clean, LLC an Oregon corporation, hereinafter called "Contractor". This Contract may refer to the City and Contractor individually as a "Party" or jointly as the "Parties."

RECITALS:

- The City of Gresham desires to obtain RV Abatement Services (the "Services");
- Contractor shall provide all Services specifically described herein and in the Scope of Work in accordance with the terms, covenants, and conditions of the Contract and its Exhibits related to Goods or Services provided, and Request for Proposals.

THE PARTIES AGREE:

- 1. SCOPE OF WORK:** This Contract authorizes Contractor to provide and the City to procure those Services, and establishes the terms and conditions for the City to obtain said Services from Contractor. Contractor shall provide those Services described in the attachments in accordance with the prices shown herein on an as needed basis and the City will accept and pay for the Services based upon the terms and conditions herein stated.
- 2. EFFECTIVE DATE AND DURATION:** The initial term of this Contract shall begin on April 1, 2018 and shall expire on June 30, 2018. The work under this contract shall be for a term of one year and may be extended, unless otherwise terminated for five additional one-year terms.
- 3. CONSIDERATION:** The City agrees to pay Contractor a sum not to exceed **\$76 per linear foot**, for a total not to exceed value of **\$30,000**. Interim payments shall be made to the Contractor with the Contractor billing the City on a monthly basis for the total amount worked.
- 4. GENERAL DEFINITIONS:** These definitions apply to the entire Contract and subsequent Amendments:

Amendment means a written document required to be signed by both Parties when in any way altering the terms and conditions, Contract period, or cost provisions of the Contract or changing, adding to, or substantially altering a Scope of Work.

City Confidential Information means any information, in any form or media, including verbal discussions, whether or not marked or identified by the City, which is reasonably described by one or more of the following categories of information: (1) financial, statistical, personnel, human resources data or Personally Identifiable Information as described in the Oregon Consumer Identity Theft Protection Act of 2007; (2) business plans, negotiations, or strategies; (3) unannounced pending or future products, services, designs, projects or internal public relations information; (4) trade secrets, as such term is defined by ORS 192.501(2) and the Uniform Trade Secrets Act ORS 646.461 to 646.475; (5) Exempt per ORS 192.501 and/or ORS 192.502 (6) attorney/client privileged communications, (7) exempt per federal laws (including but not limited to Copyright, HIPPA) and (8) information relating to or embodied by designs, plans, configurations, specifications, programs, or systems developed for the benefit of the City including without limitation, data and information systems, any software code and related materials licensed or provided to the City by third parties; processes; applications; codes, modifications and enhancements thereto; and any work Products produced for the City.

Contract Terms and Conditions means this portion of the Contract, the body of text from the preamble through the signature page.

Coverage Hours means those hours specified in this Contract or subsequent Amendment during which period Contractor shall provide Maintenance.

Customization means (a) any modification to or adaptation of the Products, or (b) any new component or accessory or, in the case of Software, new code, designed to run in conjunction with the Products, that contains features unique to the City's governmental purposes, whether prepared, created, or developed (1) by Contractor at the City's request as a work for hire, (2) by the City, or (3) by the City in conjunction with Contractor.

Day means a calendar day of twenty-four (24) hours unless otherwise stated in the Contract.

Delivery of Products means Product has been received at the location specified in this Contract or subsequent Amendment. Delivery of Products shall not be construed to represent final acceptance following delivery of the Product. Documentation means user manuals and other written materials in any form that describe the features or functions of the Products and System, including but not limited to published specifications, marketing materials, technical manuals, and operating instructions provided by Contractor to the City, or readily available to the public, or as required to be produced by Contractor subject to the terms of this Contract.

Equipment means any Goods, including hardware, machinery, mechanical and electronic devices, tool, component, or materials, of tangible form together with the necessary supplies for upkeep and Maintenance, and other apparatus necessary for the proper execution, installation and acceptable completion of the Project or any Amendment hereunder.

Intergovernmental Cooperative Procurement means the Contractor will consider, on a case by case basis and in its sole discretion, whether to extend the Services provided under this Contract with the same terms and conditions to all public agencies. Quantities stated in this bid reflect the City of Gresham usage only. A public agency wishing to purchase items will execute its own contract with the awarded Contractor for its requirements. Participating Entities may utilize City contracts through Intergovernmental Cooperative Procurement if the Contract is determined by the Participating Agency to have been awarded in compliance with their bidding requirements and there is no statutory provision prohibiting such purchase.

Knowledge Transfer means information and know-how regarding technological or general business issues, including, without limitation, Products, identified or foreseeable problems, personnel, resources, or costs, as may relate to the Project or any component thereof which Contractor may be required under this Contract or any subsequent Amendment to pass on to the City.

Maintenance means Services provided by Contractor to the City designed to keep System operating in optimum condition.

Material Breach means any breach of this Contract that (a) causes or may cause substantial harm to the non-breaching party; or (b) substantially deprives the non-breaching party of the benefit it reasonably expected under this Contract.

Price Agreement means the Contract and all documents referenced within.

Product(s) means Goods, materials, Equipment, Documentation, and Services including installation, warranty Services, and Maintenance and Services, which may include installation, modification and training.

Project means the overall collection of activities required for delivery, installation and support of the system including, without limitation, design, development, integration, testing, support and Maintenance, any of which Contractor may be providing in whole or in part.

Software means the object code version of any proprietary or licensed computer programs, firmware, applications, or Operating System Software which are components of the System and are licensed by Contractor to City pursuant to this Contract, including, without limitation, any custom Software or Customization, application software, base software, diagnostic software, Updates, Upgrades and any related Documentation. Software may include Third Party Software and/or Open Source Software delivered by Contractor if required to produce and maintain the System.

Update means a change, modification, or enhancement to the Equipment and related Documentation, which improves its performance or efficiency, but does not alter its core functionality.

Upgrade means a newer, better version, change, modification, or enhancement to the Equipment and related Documentation, which Contractor makes available from time to time, which incorporates major new features or increases the core functionality of the Equipment and may be considered a new version.

Use means the City's right to install, integrate, configure, implement, test, access, maintain and operate the Equipment, any Contractor-provided tools to customize the Equipment; Documentation listed in the Contract; training materials City may acquire to provide internal training on the Equipment to City Users; any enhancements produced by or in collaboration with Contractor to develop the Equipment to City's unique business processes and/or programming environment for purposes of installing, operating, configuring or using the Equipment.

User means any person employed or working on behalf of the City, its departments, divisions, offices, directors, and any person or entity under contract or authorized by the City to provide it with Services and to use the City's resources in whole or in part, in the course of assisting the City.

5. **ORDER OF PRECEDENCE:** In the event there is a conflict between the terms and conditions of one portion of this Contract with another portion of this Contract, the conflict will be resolved by designating which portion of the Contract documents takes precedence over the other for purposes of interpretation, except where a clear statement of precedence other than that set forth in this section is included in the document. In this Contract the order of precedence shall be:

- Amendments
- Contract Terms and Conditions
- Attachment 1, Scope of Work

6. **INVOICING:** The City of Gresham is a tax-exempt governmental agency. Prices shall not include federal, state, local, or other taxes designated now or hereafter, unless the City is responsible therefore. Contractor shall submit billings in a timely fashion.

Invoices shall be sent to:

Gresham Police Department
Attn: Sergeant Mike Amend
1333 NW Eastman Parkway
Gresham, OR 97030

7. **INSURANCE:** Work under this Contract shall not commence until all insurance requirements have been met and certificates thereof have been filed with the Chief Procurement Officer or the Auditor. Contractor shall obtain and maintain in full force at Contractor expense, throughout the duration of the Contract and any warranty or extension periods, the required insurance identified below. The City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of the Contract.

- A. Workers' compensation insurance as required by ORS Chapter 656 and as it may be amended. Unless exempt under ORS Chapter 656, the Contractor and all subcontractors shall maintain coverage for all subject workers.
- B. Commercial General Liability (CGL) insurance covering bodily injury, personal and advertising injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, Products and completed operations, in per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.
- C. Automobile liability insurance with coverage of not less than \$1,000,000 each accident, and an umbrella or excess liability coverage of \$2,000,000. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

Subcontractor(s). Contractor shall provide evidence that any subcontractor, if any, performing work or providing Services under the Contract has the same types and amounts of coverages as required herein or that the subcontractor is included under Contractor's policy.

Additional Insured. The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, shall be without prejudice to coverage otherwise existing, and shall name the City of Gresham, its departments/divisions, officers, agents and employees as Additional Insureds, with respect to the Contractor's activities to be performed, or Services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

Notice of Cancellation or Change. Contractor agrees to maintain continuous, uninterrupted coverage for the duration of the Contract. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) Days written notice from Contractor or its insurer(s) to the City. Any failure to comply with the reporting provisions of this clause shall constitute a Material Breach of Contract and shall be grounds for immediate termination of this Contract.

Certificate(s) of Insurance. As evidence of the insurance coverages required by this Contract, Contractor shall provide proof of insurance through acceptable certificate(s) of insurance and additional insured endorsement form(s) to the City prior to the award of the Contract if required by the procurement document, but in all events prior to Contractor's commencement of work under this Contract. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Contract shall be obtained from insurance companies acceptable to the City of Gresham. Contractor shall pay for all deductibles and premiums. The City reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsements evidencing the coverage the required.

8. **TIME IS OF THE ESSENCE:** Contractor shall make every reasonable effort to meet established delivery dates and other deadlines. Circumstances that may delay the delivery of Services from established delivery dates and other deadlines, including excusable delays and force majeure events, shall be reported to the City immediately upon discovery. The City and Contractor shall mutually agree upon any schedule or pricing change due to excusable delays or force majeure events in writing. In the event Contractor does not meet the established delivery dates or other deadlines and Contractor has failed to cure such breach within thirty (30) Days of written notice by the City, the City may obtain the non-performed Services from another source, and no recurring charges, one-time charges, or termination charges or other penalties.

9. **COMPLIANCE WITH APPLICABLE LAW:** Contractor warrants it is duly authorized to operate and do business in all places where it shall be required to do business under the Contract; that it has obtained or shall obtain all necessary licenses and permits required in connection with the Contract, and that it shall fully comply with all laws, ordinances, orders, decrees, labor standards and regulations of its domicile and wherever performance occurs during the term of this Contract. Contractor warrants it is lawfully organized and constituted under all federal, state and local laws, ordinances and other authorities of its domicile and is otherwise in full compliance with all legal requirements of its domicile. The following additional conditions apply to this Contract: Appendix A as attached hereto.

Contractor must be in compliance with the laws regarding conducting business in the City of Gresham before an award may be made and shall be responsible for the following:

- A. Non-Discrimination in Employee Benefits (Equal Benefits). Contractor has complied by providing the Equal Benefits Compliance Worksheet/Declaration Form indicating full compliance.
- B. Business License Tax Account. Contractor license #717825 is in compliance with the City of Gresham Business License Tax requirements as prescribed by Chapter 7.02 of the Code of the City of Gresham and will be maintained throughout the duration of this Contract.
- C. Nondiscrimination. Contractor shall comply with all applicable federal, state and local laws and regulations. Contractor agrees it is currently in compliance with all tax laws. Contractor shall comply with Title VI of the Civil Rights Act of 1964 and its corresponding regulations.
- D. Grant Terms and Conditions. In connection with its activities under this Contract, Contractor shall comply with all applicable Grant Terms and Conditions. This includes all terms and conditions contained in this Contract, Appendix B, and, for a contract involving a grant, the Grant Terms and Conditions

10. **GOVERNING LAW / VENUE:** The provisions of this Contract shall be construed in accordance with the provisions of the laws of the State of Oregon without reference to its conflict of law's provisions. Any action or suits involving any question arising under this Contract shall be brought in the appropriate court in Gresham City, Oregon. By executing this Contract, the Contractor agrees to in persona jurisdiction of the Oregon courts.

11. **INDEPENDENT CONTRACTOR STATUS:** Contractor is engaged as an independent contractor and shall be responsible for any federal, state, and local taxes and fees applicable to payments hereunder. The Contractor, its subcontractors, and their employees are not employees of the City and are not eligible for any benefits through the City including, without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

12. **ACCESS TO CITY FACILITIES:** Contractor agrees that Contractor's physical or remote access to the City facilities shall be subject to the security interests and controls necessary to protect public property, and the City shall not be liable for any delays necessary in granting Contractor access to any portion of the facilities or systems.

13. **NO THIRD-PARTY BENEFICIARIES:** Contractor and City are the only Parties to this Contract and are the only Parties entitled to enforce its terms. Nothing in this Contract gives, assigns or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons.

14. **OWNERSHIP OF PROPERTY:** Contractor agrees the City will, upon completion of the Initial Term of this Contract, have full ownership of the System. Should the Contract be terminated prior to the completion of the Initial Term of the Contract, the City shall negotiate in good faith with Contractor to resolve the disposition of the System. Contractor warrants that, with the exception of property that is leased or subject to a properly perfected security interest, it shall at all times own Equipment and Software proposed for this Contract, with the exception of Third Party Software, telecommunications services and buildings, and shall keep such property free and clear of any and all security interests, liens, charges, levies, assessments or encumbrances. Any work Products produced or created by Contractor for the City shall be understood to be, to the fullest extent of the law, works made for hire unless the Parties have expressly agreed otherwise in writing.

15. **SUCCESSORS IN INTEREST:** The provisions of this Contract shall be binding upon and shall inure to the benefit of the Parties here to, and their respective successors and approved assigns.

16. **SURVIVAL:** The terms, conditions, representations, and all warranties contained in this Contract shall survive the termination or expiration of this Contract.

17. **INDEMNIFICATION:** Contractor shall hold harmless, defend, and indemnify the City of Gresham, its officers, employees, and agents, from all claims, demands, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature, including all attorney's fees and costs, resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents including intentional acts, or of its subcontractors, agents or employees under this Contract. Contractor is not responsible for any damages caused solely by the actions of the City, its officers, employees and agents.

18. **ASSIGNMENT OF ANTI-TRUST RIGHTS:** By entering into a Contract, Contractor, for consideration paid to Contractor under the Contract, does irrevocably assign to the City of Gresham any claim for relief or cause of action which the Contractor now has or which may accrue to Contractor in the future, including, at the City's option, the right to control any such litigation on such claim for relief or cause of action, by reason of violation of 15 USC SS 1-15 or ORS 646.725 or ORS 646.730, in connection with any Services provided to Contractor by any person, which Services are used, in whole or in part, for the purpose of carrying out Contractor's obligation under this Contract.

In the event Contractor hires subcontractors to perform any of Contractor's duties under Contract, Contractor shall require the subcontractor to irrevocably assign to the City of Gresham, as a third party beneficiary any right, title or interest that has accrued or may accrue to the subcontractor by reasons of any violation of 15 USC SS 1-15, ORS 646.725 or ORS 646.730, including, at the City's option, the rights to control of any litigation arising thereunder, in connection with any Services provided to the subcontractor by any person, in whole or in part, for the purpose of carrying out the subcontractor's obligations as agreed to by Contractor in pursuance of the completion of the Contract.

In connection with this assignment, it is an express obligation of Contractor that it will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder to the City of Gresham. It is an express obligation of Contractor to advise the City Auditor or the Office of the City Attorney of Gresham, Oregon:

- A. In advance, of its intention to commence any action on its own behalf regarding such claims for relief or causes of action;
- B. Immediately, upon becoming aware of the fact that an action has been commenced on its own behalf by some other person or persons, of the pendency of such action; and
- C. The date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of its assignment to the City of Gresham.

Furthermore, it is understood or agreed that in the event that any payment under such claim is made to Contractor, it shall promptly pay over to the City of Gresham its proportionate share thereof, if any, assigned to the state hereunder.

19. SEVERABILITY: In the event that a court, government agency, or regulatory agency with proper jurisdiction determines that this Contract, or any provision of this Contract, is unlawful, this Contract, or that provision of the Contract to the extent it is unlawful, shall terminate. If a provision of this Contract is terminated but the Parties can legally, commercially, and practicably continue without the terminated provision, the remainder of this Contract shall continue in effect. **ASSIGNMENT AND SUBCONTRACTING:** This Contract or any interest therein shall not be assigned or subcontracted to any other person or entity without the prior written consent of the City of Gresham. In the event of transfer without prior written consent, the purported transfer is void, and Contractor remains liable for performance of the Contract. Notwithstanding City approval of a subcontractor, Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. Contractor agrees that if subcontractors are employed in the performance of this Contract, Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

Contractor shall not subcontract any work, assign any rights (including, without limitation, in connection with the sale of all or substantially all of Contractor's assets, stock, or the line(s) of business applicable to any Amendment, or delegate any obligations under this Contract, cancel or change any previously approved subcontract without the City's prior written consent. Contractor shall be fully responsible for the acts and omissions of its subcontractors at all levels, and of their agents and employees. Contractor shall ensure that all applicable provisions of this Contract (including those relating to Insurance, Indemnification, and Confidentiality) are included in all of its subcontracts. The City reserves the right to review any agreements between Contractor and its subcontractors for Products and/or Services authorized under this Contract.

20. LIENS: Contractor shall not permit any claim to be filed or prosecuted against the City or any lien against the property purchased in connection with this Contract and agrees to assume responsibility should such lien or claim be filed.

21. FORCE MAJEURE: Neither City nor Contractor shall be held responsible for performance if its performance is prevented by unforeseeable acts or events beyond the Party's reasonable control, including, but not limited to, acts of God, fire, flood, earthquakes or other catastrophes; strikes or other labor unrest; power failures, electrical power surges or current fluctuations; nuclear or other civil or military emergencies; or acts of legislative, judicial, executive, or administrative authorities; or any other circumstances that are not within its reasonable control.

If delay in delivery due to a Force Majeure Event does not exceed thirty (30) Days, such delays in delivery shall automatically extend the delivery date for a period equal to the duration of such events; any Warranty Period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such event so long as it does not exceed thirty (30) Days.

If delay in delivery due to Force Majeure Event is longer than thirty (30) Days, the City shall have the right to terminate this Contract, a Task/Change Order, Maintenance agreement or any license hereunder upon written notice to Contractor, in accordance with this Section.

Either party may terminate this Contract due to a Force Majeure event as set forth herein.

22. AMENDMENTS: All changes to this Contract, including changes to the scope of work and Contract amount, must be made by written Amendment and approved by the Chief Procurement Officer to be valid. The City's Chief Procurement Officer is authorized to execute amendments to this Contract without the City's further approval, provided such amendments are in writing, signed by both Parties, and approved by the City Attorney's Office. Contractor understands that City employees have no actual or apparent authority to enter into amendments, except as may be specifically granted by the City Council to the Chief Procurement Officer, or to waive the approval of the City Attorney's office.

23. NON-WAIVER: No waiver, consent, modification, or change of terms of this Contract shall bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purposes given. The failure of the City to enforce any provision of this Contract shall not constitute a waiver of that or any other provision.

24. COORDINATION WITH OTHER CONTRACTORS AND OTHER SERVICES: Contractor shall cooperate fully with other contractors and City employees providing systems or support to the City during installation, operation, or Maintenance of the Services. This includes planning for and integration of the Services provided under this Contract with those provided by others. Further, Contractor shall make every reasonable effort to cooperate with City to minimize and/or prevent any degradation of the other computer and telecommunications systems, Equipment, or services of the City by the installation, operation, or Maintenance of the Services.

Contractor's failure to cooperate with the City and other contractors may be grounds for termination as provided herein.

CONTRACTOR:
Rapid Response Bio Clean, LLC
Services Attn: Lance Hamel
12151 S. Carus Rd.
Oregon City, OR 97045

CITY:
Gresham Police Department
Attn: Sergeant. Mike Amend
1333 NW Eastman Parkway
Gresham, OR 97030
(503) 618-2894
Michael.Amend@greshamoregon.gov

If either Party changes its address or if a Party's representative changes, the other Party shall be advised of such a change in writing, in accordance with this section.

EARLY TERMINATION OF CONTRACT: The City and Contractor, by mutual written agreement, may terminate the Contract at any time. The City, on thirty (30) Days written notice to Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion. Either the City or Contractor may terminate this Contract in the event of a Material Breach of the Contract by the other. Prior to such termination, however, the Party seeking the termination shall give to the other Party written notice of the breach and the Party's intent to terminate. If the Party has not entirely cured the breach within thirty (30) Days of the notice, then the Party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

SUSPENSION OF THE WORK: The City may at any time give notice in writing, by electronic mail, or by facsimile to Contractor to suspend this Contract. The notice of suspension shall specify the date of suspension and the estimated duration of the suspension. In no event shall Contractor be entitled to any lost or prospective profits or any incidental or consequential damages because of suspension.

PAYMENT ON EARLY TERMINATION: In the event of termination under EARLY TERMINATION OF CONTRACT hereof, the City shall pay Contractor for Services in accordance with the Contract prior to the termination date and delivered to City provided that such Services conform to Contract specifications and are of use to the City. In the event of termination under EARLY TERMINATION OF CONTRACT hereof, by the City due to a breach by Contractor, then the City shall pay Contractor for Services performed in accordance with the Contract prior to the termination date subject to set off of excess costs, as provided for in Remedies. In the event of early termination all of Contractor's work Product shall become and remain property of the City. Under no circumstances shall the City be subject to early termination penalties for recurring charges for Services that the City cancels during the term of this Contract.

REMEDIES: The remedies provided in this Contract are cumulative, and may be exercised concurrently or separately. The exercise of any one remedy shall not constitute an election of one remedy to the exclusion of any other. In the event of termination under EARLY TERMINATION OF CONTRACT by the City due to a breach by Contractor, then the City may procure Services outstanding from another contractor and Contractor shall be liable for additional re-procurement costs incurred by the City. The City also shall be entitled to any other equitable and legal remedies that are available. Except as expressly contained in this Contract, the remedies for a breach of this Contract shall not be exclusive, or construed as a limitation on any other equitable and legal remedies that are available or may become available.

DISPUTE RESOLUTION: Contractor shall cooperate with the City to assure that all claims and controversies which arise during Contractor's performance of Services under this Contract or a Task/Change Order subject to this Contract and which might affect the quality of such Services will be resolved as expeditiously as possible in accordance with the following resolution procedure:

- A. Any dispute between the City and Contractor arising prior to completion of Contractor's Services or the earlier termination of the Contract shall be resolved, if possible by the Contract Manager or their designee on behalf of the City and authorized representative on behalf of Contractor.
- B. If the Contract Manager or the Contract Manager's designee and Contractor are unable to resolve any dispute within three (3) City of Gresham business days after notice of such dispute is given by either Party to the other, the matter shall be submitted to the Chief of Police on behalf of the City and authorized representative on behalf of Contractor for resolution, if possible.
- C. Should any dispute arise between the Parties concerning this Contract that is not resolved by mutual agreement above, it is agreed that such dispute will be submitted to mandatory mediated negotiation prior to any Party's commencing arbitration or litigation. In such an event, the Parties to this Contract agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the Parties, but in the absence of such agreement each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the Parties.
- D. Should an equitable solution not result from the foregoing, the City and Contractor shall be free to pursue other remedies allowed under this Contract.
- E. Unless ordered by the City to suspend all or any portion of Contractor's Services, Contractor shall proceed with the performance of such Services or delivery of Products without any interruption or delay during the pendency of any of the foregoing dispute resolution procedures and shall comply with any mutually agreed upon Amendments that the City may issue regarding the acceleration of all or any portion of the Products or Services. During the pendency of any of the

foregoing dispute resolution procedures, the City shall continue to make all payments that are not in dispute, in accordance with the provisions of the Contract or Amendment.

PERMITS AND LICENSES: Contractor shall be required to have or obtain, at their expense, any and all permits and licenses required by the City and/or City, state and Federal (except FCC radio licenses), pertaining to the materials and Services to be provided.

INTELLECTUAL PROPERTY: Except Customizations, all trademarks, service marks, patents, copyrights, trade secrets, and other proprietary rights in or related to the Product or Service are and will remain the exclusive property of Contractor or its designees. City shall not decompile, disassemble, or otherwise reverse engineer the Software. The City requires the following regarding copyrighting and patent pending on work Products pertaining to this Contract:

- F. Copyright. All work Products of Contractor which result from this Contract are the exclusive property of the City. If this Contract results in a copyright, the City of Gresham reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for governmental purposes, the work or the copyright to any work developed under this Contract and any rights of copyright to which the Contractor or its sub-vendor, purchases ownership with grant support.
- G. Patent. If this Contract results in the production of patentable items, patent rights, processes, or inventions, the Contractor or any of its sub-vendors shall immediately notify the City. The City will provide the Contractor with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

WARRANTY: The Contractor represents and warrants that (i) Contractor shall perform all Services set forth herein in a good and workmanlike manner, in conformance with the Specifications and requirements of the Contract, and in accordance with the highest applicable professional and/or industry standards; (ii) Contractor warrants that each of Contractor's employees assigned to perform Services has the proper skill, training, and background to be able to perform Services in a competent, timely, and professional manner and that all Services shall be so performed; and (iii) Contractor shall, at all times during the term of the Contract, maintain and keep current all licenses and certifications required to perform the work set forth in the Contract.

PROPRIETARY AND CONFIDENTIAL INFORMATION: The Oregon Public Records Law, ORS 192.410 et seq. strictly governs the City's treatment of requests for public records pertinent to this Contract.

- H. Maintenance of Confidentiality. Contractor shall treat as confidential any City Confidential Information that has been made known or available to Contractor or that Contractor has received, learned, heard or observed; or to which Contractor has had access. Contractor shall use City Confidential Information exclusively for the City's benefit and in furtherance of the Products and/or Services provided by Contractor. Except as may be expressly authorized in writing by the City, in no event shall Contractor publish, use, discuss or cause or permit to be disclosed to any other person such City Confidential Information. Contractor shall (1) limit disclosure of the City Confidential Information to those directors, officers, employees and agents of Contractor who need to know the City Confidential Information in connection with the City Project, (2) exercise reasonable care with respect to the City Confidential Information, at least to the same degree of care as Contractor employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the City, upon its request, all materials containing City Confidential Information, in whatever form, that are in Contractor's possession or custody or under its control. Contractor is expressly restricted from and shall not use Confidential intellectual property of the City without the City's prior written consent.
- I. Scope. This Contract shall apply to all City Confidential Information previously received, learned, observed, known by or made available to Contractor. This Contract shall not apply to City Confidential Information which (1) is or later becomes part of the public domain without breach of this Contract and through no wrongful act of Contractor; (2) Contractor lawfully receives from a third party; (3) was developed independently by and was reduced to writing by Contractor prior to the earlier of the date of this Contract or the date of any access or exposure to any City Confidential Information, or (4) is required to be disclosed under operation of law. Contractor's confidentiality obligations under this Contract shall survive termination.
- J. Equitable Remedies. Contractor acknowledges that unauthorized disclosure of City Confidential Information or misuse of a City computer system or network will result in irreparable harm to the City. In the event of a breach or threatened breach of this Contract, the City may obtain equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.
- K. Contractor's Confidential Information. During the term of the Contract, Contractor may disclose to the City, certain Contractor Confidential Information pertaining to Contractor's business. Contractor shall be required to mark CONFIDENTIAL with a restrictive legend or similar marking. If CONFIDENTIAL is not clearly marked or the Contractor's Confidential Information cannot be marked with a restrictive legend or similar marking or is disclosed either orally or by visual presentation, Contractor shall identify the Confidential Information at the time of disclosure or within a reasonable time thereafter. The City shall not be deemed to have breached this Section if (1) Contractor's Confidential Information later becomes part of the public domain through no act or omission of the City; (2) is required to be disclosed under operation of law; (3) the City lawfully receives Confidential Information from a third party with no breach of any duty of confidentiality; or (4) was developed independently by and was reduced to writing by the City prior to the earlier of the date of this Contract or the date of any access or exposure to any Contractor Confidential Information.

- L. **Public Records Request.** Contractor acknowledges that the City of Gresham is subject to the Oregon Public Records Act and Federal law. Third persons may claim that the Confidential Information Contractor submitted to the City hereunder maybe, by virtue of its possession by the City, a public record and subject to disclosure pursuant to the Oregon Public Records Act. Subject to the following conditions, the City agrees not to disclose any information Contractor submits to the City that includes a written request for confidentiality and as described above, specifically identifies the information to be treated as Confidential. The City's commitments to maintain certain information confidential under this Contract are all subject to the constraints of Oregon and federal laws. Within the limits and discretion allowed by those laws, the City will maintain the confidentiality of information.
- M. **Release of Public Information.** All information submitted by Contractor shall be public record and subject to disclosure pursuant to the Oregon Public Records Act (ORS 192.410 et seq.), except such portions for which Contractor requests exemption from disclosure consistent with federal or Oregon law. Any portion that the Contractor claims constitutes a "trade secret" or is "confidential" must meet the requirements of ORS 192.501, 192.502, 646.461 or other state or federal law. Documents with Copyright must be clearly marked.
- N. **Discovery of Documents.** In the event a party to litigation seeks discovery of information submitted by Contractor in confidence, the City will notify Contractor of the request. The City shall allow Contractor to participate in the response at its own expense. The City will comply with any effective order issued by the court having jurisdiction over the matter.

25. **INFRINGEMENT INDEMNITY:** Contractor shall, at its own expense, hold harmless, indemnify, and defend the City, its directors, officers, employees, agents and affiliates from and against any and all claims, demands, damages, liabilities, losses, and expenses (including reasonable attorney fees, whether or not at trial and/or on appeal), arising out of or in connection with any actual or alleged violation or infringement by the Software of any proprietary right of any person whatsoever, including any copyright, patent, trade name, trademark, or misappropriation of the trade secrets of any third party. The City agrees to notify Contractor of the claim and gives Contractor sole control of the defense of the claim and negotiations for its settlement or compromise. No settlement that prevents the City's continuing Use of the Software/Products shall be made without the City's prior written consent. If any third-party claim causes the City's Use of the Software to be endangered, restricted or disrupted, Contractor shall (i) cause the Software to be replaced, at no additional charge, with a compatible functionally equivalent and non-infringing product; (ii) cause the Software to be modified to avoid the infringement; (iii) obtain a license for the City to continue using the Software and pay any additional fee required for such license; or (iv) if, after Contractor uses all due diligence or standard of care none of the foregoing alternatives is possible, Contractor will terminate the license and refund to the City license fees actually paid by the City and any direct damages documented by City for the affected Software and Documentation.

26. **SECURITY:** Contractor shall provide immediate notification to the City's Information Security Manager and the City's Project Manager of any online security breach that affects City systems. Contractor shall provide notification to the City's Project Manager of any incident relating to System integrity such as a computervirus.

- A. Contractors providing or having access to data containing City confidential or personally identifiable information (as defined in the Oregon Consumer Identity Theft Protection Act, ORS 646A.600 to 646A.628) must maintain and demonstrate compliance with the following:

Oregon Consumer Identity Theft Protection Act, ORS 646A.600 to 646A.628. Specifically, Contractors must develop, implement and maintain reasonable safeguards to protect the security, confidentiality and integrity of the personal information, including disposal of the data. Contractors must also provide immediate notification to the City of a data security breach (as defined) and in cooperation with the City, provide notice to affected consumers. Any costs or fees incurred by the City due to Contractor's data breach, including but not limited to notification, consumer credit reports or fines by the Department of Consumer and Business Services, shall be reimbursed to the City by Contractor.

- B. Additionally, any Contractor who provides or has access to Software which processes and /or interacts with credit/debit card information must also be compliant with the following:

27. **NEWS RELEASES AND PUBLIC ANNOUNCEMENTS:** The Contractor shall not use in its external advertising, marketing programs, or other promotional efforts, the City seal or other representations of the City, any data, pictures or other representations of the City, except with prior specific written authorization from the City.

Contractor shall not issue any news release or public announcement pertaining to this Contract or the Project without prior written approval of the City, which may be withheld in the City's sole discretion. A minimum notice of three (3) City of Gresham business days is required for a response to a request for such approval. If approval is not issued within that period, the request shall be deemed denied.

28. **INTERGOVERNMENTAL COOPERATIVE PROCUREMENT:** The Contractor having submitted a proposal agrees to extend identical prices and Services under the same terms and conditions to all public agencies. Quantities stated in this Contract reflect the City of Gresham usage only.

Any public agency that wishes to purchase items will execute its own contract with the awarded Contractor for its requirements. If the Contractor enters into a contract with any public agency on terms or prices other than that outlined in this Contract or in conjunction with a competitive bid process, then there is no reporting requirement to City of Gresham. ENTIRE CONTRACT: This Contract and its Attachments represent the entire Contract between the Parties. This Contract is a final, complete exclusive statement of the terms thereof, and supersedes and terminates any prior Contract, understanding, or representation between the Parties with respect thereto, whether written or oral.

This Contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same agreement. It is understood and agreed by the Parties hereto that:

- A. Any reference in this Contract to the scope of work or specifications is intended as a convenience to the Parties in administration of the Contract. Therefore, in the absence of an express statement to the contrary herein, any restatement or partial restatement in this Contract of any provision of the scope of work or specifications is not intended, nor shall be construed to change, alter, modify, amend, or delete the requirements of the scope of work or specifications.
- B. All statutory, charter and ordinance provisions applicable to public contracts in the City of Gresham and State of Oregon shall be followed with respect to this Contract.
- C. Contractor hereby certifies that, if applicable, its Contract proposal is made in good faith without fraud, collusion or connection of any kind with any other proposer of the same request for proposals or other City procurement solicitation(s) that Contractor as a proposer has competed solely on its own behalf without connection or obligation to, any undisclosed person or firm. Contractor certifies that it is not a City official/employee or a business with which a City official/employee is associated, and that to the best of its knowledge, Contractor, its employee(s), its officer(s) or its director(s) is not a City official/employee or a relative of any City official/employee who: i) has responsibility in making decisions or ability to influence decision-making on the Contract or Project to which this Contract pertains; ii) has or will participate in evaluation or management of the Contract; or iii) has or will have financial benefits in the Contract. Contractor understands that should it elect to employ any former City official/employee during the term of the Contract then that the former City official/Contractor employee must comply with applicable government ethics and conflicts of interest provisions in ORS Chapter 244, including but not limited to ORS 244.040(5) and ORS 244.047, and the City's Charter, Codes and administrative rules, including lobbying prohibition.
- D. The City and Contractor may conduct this transaction, including any Contract amendments, by electronic means, including the use of electronic signatures.

IN WITNESS WHEREOF, Contractor and City have caused this Contract to be executed by their duly authorized representative(s), all on the Day and year first above written.

RAPID RESPONSE BIO CLEAN, LLC

Signature: _____

Name: _____

Please Print

Title: _____

Date: _____

2711 SE Milwaukie Ave
Portland, OR 97202
(503) 421-5148
lance@rapidresponsebioclean.com

CITY OF GRESHAM

Signature: _____

Name: _____

Please Print

Title: _____

Date: _____

Approved as to form:

By: _____

Date

ATTACHMENT 1 – SCOPE OF WORK

1. REQUIRED SERVICES

Contractor will perform the tasks listed below for this project. Contractor shall be expected to work closely with the appropriate Department representative(s) to implement all required and reasonable health, safety, and security training and precautions for staff and contractors needed to accomplish the goals and perform the tasks as listed below:

- A. Contractor must take photographs of RV prior to clean up and take specific photos of each personal property item that is to be inventoried.
- B. Identify and differentiate between personal property that needs to be kept for 30 days and trash and debris that can be disposed of without the 30-day holding period.
- C. Contractor will coordinate and direct collection of trash and debris by the work crew and disposal of all waste at a landfill or transfer facility. Contractor will coordinate all labor, materials, tools, equipment, transportation, and supplies required to abate.
- D. Contractor will complete the following services for each RV: removal of garbage and, or debris from inside each unit, mitigate biohazards i.e. asbestos, sharps, hazmat (oil, gas, transmission fluid, antifreeze, power steering fluid, mercury switch).
- E. Contractor must provide sharps containers and will collect and dispose of "sharps" in accordance with OSHA regulations.
- F. Coordinate the collection of and inventory personal property that will be kept for 30 days. Inventory forms will be kept with the Principal Contractor to manage inventory and pickup.
- G. Collection and written inventory of personal property will include photographs of RV prior to cleanup and specific photos of each personal property item that is to be inventoried. Photos shall be catalogued (date, time, and place) to correspond to items so that reference is easily accessible.
- H. If a cache of weapons and/or illegal contraband is found during the cleanup, this includes personal property, the Contractor will stop work immediately, contact the Gresham Police, and wait for the assigned unit to arrive to process evidence /crime scene.
- I. Contractor, its employees and subcontractors, shall perform work in a timely and efficient manner, and conduct themselves in a courteous and business-like fashion.
- J. RV's will be delivered to Contractor's specified property to include all steps listed above, as well as the dismantling of each unit.
- K. Recreational Vehicles, Boats, Campers, and Camping Trailers that are eligible to be dismantled shall be towed to:

Rapid Response Bio Clean
6400 SE 101st Avenue
Portland, OR 97266 Building D2
Contact:
503-421-5148 Lance Hamel, Owner
503-305-1856 Jesse White, Director of Operations
503-387-1335 Ken Reilly, Crew Boss and primary Lot Manager

Or as otherwise authorized by the City of Gresham in writing.

2. PUBLIC SAFETY

Public safety may require limiting access to public work sites, public facilities, and public offices, sometimes without little advance notice. The Contractor's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. City project managers have discretion to require Contractor's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

The population of those inhabiting illegal campsites can be unstable and unknown. As such, every precaution should be taken to ensure all remain safe. Some locations will have limited access and will be identified by the Department representative(s) at the time of contact and services requested. Cleanups will occur at a wide variety of locations (urban to rural) with vehicular traffic nearby to possible natural areas with no paths and steep slopes or other natural barriers.

The proposer must utilize own equipment in order to maintain communication with the City, law enforcement, social services, individuals whose personal property is confiscated and any other affected party.

3. TRAINING

Before beginning work under this agreement, all Contractor's employees must complete training included, but not limited to, the following:

- A. Environmental safety and health training addressing at minimum, hazards associated with the use, disposal, and recycling of cleaning products, packaging, chemicals, and dispensing equipment. This shall include safe chemical storage and handling.
- B. Certified HIV/Hepatitis training and vaccination program per OR-OSHA regulations OAR 437, Division 2, General Occupational Safety and Health Rules (29 CFR 1910.1030) bloodborne pathogens.
- C. Hazardous Communications Program (SOS)
- D. Tuberculosis (TB) training and optional testing program. (OSHA)
- E. Unsafe attitudes and conditions in the work place through Job Safety Analysis-OSHA JSA or JHA (Job Hazard Analysis).

4. DISINFECTANTS

Disinfectants (shall only be used in NO aerosol products. Emergency situations or as specifically requested by Facilities Management).

- 1. Must be registered with the U.S. EPA under FIFRA.
- 2. Must be registered to be effective against: bloodborne pathogens HIV & HBV; athlete's foot fungus; and norovirus.
- 3. No quaternary ammonium compounds, triclosan, triclocarban, pine oil, ortho-phenylphenol, or chlorine ingredients.
- 4. No ingredients that have been identified as asthmagens;
- 5. Active ingredient is limited to:
Accelerated H₂O₂; or
Citric, Lactic, or Caprylic Acid
- 6. Comply with California Code of Regulations maximum allowable V.O.C. levels for the specific product category.

[END OF ATTACHMENT 1 – SCOPE OF WORK]

CITY OF GRESHAM TOW CONTRACT
CONTRACT NO. _____
NON-EXCLUSIVE AGREEMENT FOR TOWING
SERVICES

- A. PURPOSE
 - B. EFFECTIVE DATE AND DURATION
 - C. TOWING PROCEDURES
 - D. TOWING FEES
 - E. STORAGE RATES
 - F. PAYMENT FOR SERVICES
 - G. GENERAL STORAGE PROCEDURES
 - H. POLICE HOLD / RELEASE REQUIRED
 - I. RELEASING A VEHICLE
 - J. LIEN PROCESSING
 - K. TOW VEHICLE REQUIREMENTS
 - L. STORAGE FACILITIES
 - M. OWNER AND TOW DRIVER REQUIREMENTS
 - N. STORAGE FACILITIES AND VEHICLE INSPECTIONS
 - O. GENERAL PROVISIONS AND PROHIBITIONS
 - P. CITIZEN COMPLAINTS
 - Q. REMOVAL FROM ROTATION LIST
 - R. LIQUIDATED DAMAGES
 - S. TERMINATION AND REMEDIES
 - T. INSURANCE AND INDEMNIFICATION
 - U. LIMITATION ON DAMAGES
 - V. BUSINESS LICENSE
 - W. GENERAL TERMS AND CONDITIONS
- APPENDIX 1 DEPARTMENT TOWING RATES AND FEES
 - APPENDIX 2 PRIVATE NON-PREFERENCE TOWING RATES AND FEES
 - APPENDIX 3 RECREATIONAL VEHICLES (RVS), BOATS, CAMPERS AND CAMPING TRAILERS
 - APPENDIX 4 TOW VIOLATION NOTICE
 - APPENDIX 5 VEHICLE DISPOSITION NOTIFICATION
 - APPENDIX 6 DEFINITIONS
 - APPENDIX 7 CONTRACTOR'S INSURANCE REQUIREMENTS
 - APPENDIX 8 INDEPENDENT CONTRACTOR

A. PURPOSE

1. This agreement is between the City of Gresham (hereinafter "City"), acting by and through its Police Department, and _____, a towing service provider (hereinafter "Contractor"), and is entered into for the purpose of securing towing and storage services for motor vehicles as requested by the City. Contractor agrees that it, along with its employees and officers, will provide the towing and storage services, and use the equipment and procedures, described in this contract. Contractor agrees that these services will be provided in a timely, courteous, safe, and professional manner.
2. This is a non-exclusive contract. It is the City of Gresham's intention to enter into similar contracts with a number of other towing and storage service providers. Only towing and storage service providers who are willing to comply with the conditions of this contract will be considered for inclusion on the non-preference rotational tow list maintained by the City of Gresham or its designee. The City of Gresham will use the list when City Departments or members of the public require towing services and do not specify a preference as to which towing company is to be contacted.
3. It is the intention of the City of Gresham to act only as a market participant in selecting tow companies and enforcing the terms of this contract, and not to regulate tow services outside the scope of this contract. The restrictions of this contract apply only to services rendered under its provisions.

B. EFFECTIVE DATE AND DURATION

This contract is effective on July 1, 2018. This contract shall run for two years from the effective date. This contract may be extended for two additional two-year terms for up to six years.

C. TOWING PROCEDURES

1. Contractor shall furnish towing services as provided by this contract when requested by the City of Gresham.
2. Contractor shall be dispatched by the records section of the City of Gresham Police Department.
3. Private non-preference tow. When Private Non-Preference Tow is requested, the City shall select the first contractor from the rotation list. The rotation list will start in alphabetical order listing the tow companies that entered into non-exclusive towing service agreements. Calls will be dispatched by the records section to the tow company on the top of the list in the order that calls are received.
4. Department Tow. When a Department Tow is requested, the City may either request a preference tow or select the first contractor from the rotation list. If the City requests a preference tow, the rates for the tow shall be the Department Tow rates set forth in Exhibit 1. If

the City selects a contractor from the rotation list, the rotation list will be the same list used for private non-preference tows and will be used in the same manner as described in this section.

5. Recreational Vehicles and Boats. City may request a Department Tow for Recreational Vehicles and Boats that are parked in violation of GRC Article 8.25 and have been provided an impound notice per GRC Article 8.35, if required. The costs for Department Tows of Recreational Vehicles, Boats, Campers, and Camping Trailers are listed in Appendix 3. Recreational Vehicles, Boats, Campers, and Camping Trailers that are eligible to be dismantled shall be towed to:

Rapid Response Bio Clean
6400 SE 101st Avenue, Building D-2
Portland, OR 97266

Contact:
503-421-5148 Lance Hamel, Owner
503-305-1856 Jesse White, Director of Operations
503-387-1335 Ken Reilly, Crew Boss and primary Lot Manager

Or as otherwise authorized by the City of Gresham in writing.

6. Police Holds. Only Tow Contractors who meet the requirements set forth in Section L(6) may be called upon to tow vehicles subject to Police Holds.

7. Private Preference Tow. If a vehicle owner or agent requests a preference tow, the City shall contact the tow company requested and the tow is not subject to the rates set forth in this contract.

8. Advancing Rotation List. If a Contractor accepts, denies or fails to respond to a tow request, the rotation is advanced and the next available Contractor in rotation shall be dispatched. The Contractor will remain at the top of the list if they are canceled by the City or a vehicle owner / agent prior to completing a tow.

9. Contractor's Response to Call for Service. Within five (5) minutes of receiving a call from the City, Contractor shall notify Gresham Police Records by phone whether it accepts the assignment. Contractor shall not accept an assignment unless it has the equipment available and is capable of responding and arriving within 30 minutes, or within 45 minutes for a 3-axle truck. If, for any reason, Gresham Police Records cannot make contact with a Contractor or the Contractor does not accept an assignment within five minutes of receiving the call, the Contractor has "passed" and the Contractor will go to the bottom of the list and the City shall contact the next Contractor on the list.

10. Contractor "Pass" of Tow Request. The Contractor shall not "pass" on more than three (3) tow requests in any month. Passing on more than three (3) tow request in any month is a violation of the Contract.

11. 30 Minute Response Time. Except as otherwise provided, Contractor's response to a tow request for all non-preference tow requests, shall not exceed 30 minutes from the time of the request for service to the time of arrival of equipment at the scene for delivery of such service.
12. 30 Minute Response Time for Boot Request. Except as otherwise provided, Contractor's response to a tow request for installation of a Boot shall not exceed 30 minutes from the time of the request for service to the time of arrival of equipment at the scene for delivery of such service. Contractor's that have installed a Boot at the request of the Gresham Police Department shall respond to requests for removal of such Boot no more than 30 minutes from the time the request is made.
13. 45 Minute Response Time for 3-Axle Trucks. Response time for those Contractors that have indicated the availability to tow 3-axel vehicles, shall not exceed 45 minutes from the time of the City's request for service to the time of arrival of equipment at the scene for delivery of such service. Contractor's available to tow 3-axel vehicles must be equipped for towing with a 16-ton hoisting rating.
14. Failure to Respond. Failing to respond by arriving on the scene to a tow request that the Contractor accepted within the time described above, shall be subject to the remedies set forth in Sections Q, R, and S.
15. Arrival on-scene. After arrival at the tow scene, the Contractor shall perform the tow or determine the appropriate equipment necessary and summon it, as long as the appropriate equipment belongs to the Contractor and Contractor is authorized for those tows. Contractor may subcontract for extraordinary equipment and services as necessary to remove hazards and complete tow (i.e., air bags, cranes, hazardous material clean up) with organizations outside the rotation list. Contractor retains responsibility for the tow and compliance with this agreement. Contractor agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanction of ORS Chapter 656, Workers' Compensation. Response time may be reasonably adjusted to be reasonable in such cases.
16. The Contractor shall be responsible for securing unsafe vehicles and loads.
17. Upon Contractor's request, the Gresham Police Department shall furnish, as available, a uniform patrol officer to assist with traffic control in the performance of Contractor's service under this contract.
18. The Contractor may tow smaller class vehicles with larger class trucks but may only charge the smaller class rates unless the larger trucks were necessary due to the nature of a tow.
19. When performing a tow the Contractor shall be responsible for clean up of a crash scene, as provided by ORS 822.225. Contractor shall carry and use when necessary, absorbent, brooms, shovels, and waste containers to clean the usual debris at crash scenes. Contractor shall train their employees in proper use of these equipment and materials.

20. Contractor shall follow the direction of the Police Department personnel on the scene so long as doing so can be done safely.
21. The Contractor shall be dispatched only on tow requests for which they are authorized by tow class.
22. The City may cancel the dispatch of a tow request at no cost to the City or vehicle owner / agent for any reason deemed necessary up to the point that Contractor hooks up with the vehicle.
23. After a contractor completes the hook up of a vehicle, the City may require the Contractor cancel the tow and drop the vehicle. The Contractor may charge a drop fee to the party who ordered the drop as set forth in Appendix 1 and 2.
24. At the request of the City, if the Contractor is on the scene of an emergency, Contractor agrees to move cars off the road to assist with congestion prevention at no cost.

D. TOWING FEES

1. Nothing contained in this contract shall be construed as requiring the contractor to charge any fee in violation of state or federal law regulating the transportation of vehicles. Nothing in this contract shall be construed as regulating tows other than those ordered under this contract.
2. Monthly Invoices. Contractor shall submit monthly invoices to the City that itemize the costs of the tow and storage fees owed by the City for tows performed under this contract. The City shall pay the Contractor within thirty (30) days upon receipt of the invoice.
3. Department Tows shall not be charged in excess of the maximum rates set forth in Appendix 1 of this agreement.
4. Private non-preference tows shall not be charged in excess of the maximum rates and fees set forth in Appendix 2 of this agreement.
5. Mileage fees. There is no charge for the first five (5) miles of Department/Investigative Tows or General Tows. After five miles, mileage fees apply as set forth in Appendix 1 and 2.
6. Standby / Recovery. There is no charge for the first thirty (30) minutes a tow vehicle is on the scene. Standby / Recovery fees may be charged after a vehicle has been on the scene for more than thirty (30) minutes.
7. Drop Fee. If the vehicle owner/owner's agent returns to the vehicle after attachment of tow equipment, but before the tow truck is in motion, the tow driver will inform the vehicle owner/owner's agent of their right to have the vehicle released upon payment of the Drop Fee.
8. Release at Scene. If the vehicle owner/owner's agent returns to the vehicle when the tow truck is in motion, the tow driver will inform the vehicle owner/owner's agent of their right to have the vehicle released upon payment of the Release at Scene fee.

9. Storage. If a towed vehicle is redeemed within the four hours immediately following the completion of the tow, no storage fee will be assessed. For the purpose of determining storage charges, twenty-four (24) hour periods will be used, beginning when the tow is reported complete.
10. Lien Filing Fee.
- a. After a vehicle has completed 7 days in storage, the Tow Contractor may recoup lien-filing expenses actually incurred.
 - b. For vehicles valued at up to \$2,500, the Tow Contractor will recoup not more than \$50.00 for a lien filing fee. Such charges must be itemized on the tow invoice and documentation provided to the vehicle owner or the Towing Coordinator upon request.
 - c. For vehicles valued over \$2,500 or vehicles registered outside of the state of Oregon, the Tow Contractor may charge not more than \$100 for a lien filing fee and other costs for obtaining registered owner information, certified mail and mandatory advertising.
11. Contractor shall release a vehicle without payment of the towing and storage charges by the owner of the vehicle if Contractor is directed to do so by the Chief of Police or designee. In the event of this occurrence, City will assume and pay the applicable charges incurred at the rates established in this agreement.

E. STORAGE RATES

1. Storage rates, as set forth in Appendix 1 and 2 may be charged per 200 square foot storage unit, per twenty-four-hour period.
2. Contractor must document the actual size of any vehicle or combination of vehicles for which more than one storage fee is charged. Only one storage unit fee may be charged for each 200 square foot unit if more than one vehicle is in it, (i.e. as in car on car carrier trailer).
3. Other than Police Holds, Tow Contractor will not charge for more than 60 days of storage of a vehicle towed under this Tow Contract.
4. Contractor may assess an After Hours Fee for releasing a vehicle during hours other than regular business hours, (8:00 AM - 6:00 PM, Monday thru Friday, except holidays). Time and date of the release of the vehicle must be noted on the tow receipt.
5. Contractor may charge an After Hours Fee on the following holidays: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, 4th of July, Labor Day, Veterans Day, Thanksgiving, and Christmas.
6. City of Gresham shall not be charged an After Hours Fee for a vehicle being held by the contractor if the vehicle is being processed for a criminal investigation if the processes could not be completed during regular business hours. City of Gresham will make all attempts to conduct the processing of the vehicle during regular business hours when possible.

F. PAYMENT FOR SERVICES

1. Department Tows. Except as provided below for vehicles designated as “Release Required” or “Police Hold”, the City shall pay for the towing fees and storage charges of all Department Tows.
2. “Release Required.” If the vehicle is designated as requiring a City authorized release prior to being released to the vehicle owner, the vehicle owner shall pay the towing fees and storage charges of the vehicle.
3. “Police Hold.”
 - i. If the vehicle is designated as a “hold” and the vehicle would not have been subject to a tow but for the vehicle’s involvement in a criminal act in which the City determines the vehicle is needed as evidence for the investigation a crime, the City shall pay for the towing fees and storage charges of the vehicle until the City authorizes the vehicle to be released. The vehicle owner shall pay storage costs that accrue after City authorization to release the vehicle.
 - ii. If the vehicle is designated as a “hold” and the vehicle would have been towed due to the status and location of the vehicle, the vehicle owner shall pay the towing fees and the City shall pay for the storage charges until the City authorizes the vehicle release. The vehicle owner shall pay storage charges that accrue after the City authorization to release the vehicle.
4. Private Non-Preference Tow. The vehicle owner shall pay for the towing fees and storage charges for Private Non-Preference Tows.
5. Private Preference Tow. The vehicle owner shall pay towing fees and storage charges for Private Preference Tows at the rates established by the towing company that provides the service.
6. Recreational Vehicles, Campers, Camping Trailers, and Boat Tow. The City agrees to pay Contractor for towing recreational vehicles (RVs), boats, campers and camping trailers that meet the following criteria:
 - i. Towed at the request of the City of Gresham;
 - ii. Not reclaimed within 30 days of being taken into custody;
 - iii. Has an appraised value of \$500 or less by person who holds a certificate issued under ORS 819.480.
7. Payment. To receive payment for towing a Recreational Vehicle, Camper, Camping Trailer, or Boat under Appendix 3, Tower must provide the following:
 - i. Appraisal issued by a person who holds a certificate under ORS 819.480 showing value of Recreational Vehicle, Camper, Camping Trailer or boat is less than \$500;
 - ii. Documentation of towing, mileage, storage costs;
 - iii. Reimbursements will be capped by category at the maximum amount listed in Appendix 3; and

- iv. All reimbursement requests must be made no later than 90 days from date of original tow requested by CITY.

G. GENERAL STORAGE PROCEDURES

1. The contractor shall initially store all vehicles towed under this contract at the Contractor's primary storage facility, located within five (5) miles of the Gresham City Hall, 1333 N.W. Eastman Parkway, Gresham, OR 97030.
2. An attendant shall be on duty at the Contractor's primary storage facility during regular business hours (8:00 AM - 6:00 PM, Monday thru Friday, except holidays). "On Duty" shall mean physically present at the storage lot location and available by telephone.
3. Contractor shall store all vehicles towed under this contract at the storage facility location designated as the primary storage facility listed here:

LOCATION: [_____]
4. Secondary Storage: After 72 hours, a stored vehicle may be removed by the Contractor to an approved secondary storage lot. If Contractor moves vehicle to secondary storage it shall be at Contractor's expense and there shall be no extra charge for this service.
5. If a vehicle has been removed to a secondary storage facility, Contractor shall provide transportation for the vehicle owner/owner's agent requesting release of the vehicle from the primary storage facility to the secondary storage facility or tow the vehicle to the primary storage facility at no extra charge for these services.
6. Contractor agrees to assume sole responsibility for the theft, disappearance of, or damage to a vehicle, its parts, or any personal effects within the vehicle, once the vehicle has been taken under tow or is in the process of being hooked up by the Contractor. This does not include any items removed by the police.
7. Contractor shall exercise reasonable care to protect stored vehicles and the personal effects thereof from vandalism, theft, or burglary. Contractor shall cover or place out of sight cars involved in fatal or sensational crashes or incidents.
8. For purposes of this contract, reasonable care shall mean, at a minimum:
 - Providing a fence that meets all specifications set forth in Section L for outside storage or providing secure inside storage.
 - Escorting all persons who are not Contractor's personnel when they are inside the secured area.
 - Contractor's lots shall be a separate fenced off area inaccessible to all except Contractor's personnel.

- When door keys are available, Contractor shall lock vehicle doors and close windows and sunroofs. Keys shall be tagged and kept in an area protected from unauthorized access. Contractor shall make an effort to protect vehicles with tarps when appropriate.
- Equipping all gates, doors, and other openings into the storage facilities with locks to prevent unauthorized entry, and keeping all gates, doors, and other openings closed and secured at all times except during authorized entry into or exit from the storage facility when facility is not open during normal business hours.

9. Except vehicles designated as "Police Hold," Contractor shall allow owner/owner's agent to retrieve ownership, insurance, identification, and title documents from towed vehicles. Contractor shall allow the owner or owner's agent to remove personal property from the vehicle, including prescriptions, prosthetic devices, prescription glasses, dentures, child car seats, other health and safety related items, keys not for vehicle, and accompany them while they do so, at no charge, during business hours. Tow Contractor may assess an afterhours release fee, at the rate specified in this Tow Contract if the owner/owner's agent requests access outside of regular business hours.

H. POLICE HOLD

1. Vehicle(s) designated as a "Hold" by the City on a tow form shall be handled and stored with all due care to avoid interference with police activities and police information.
2. Contractor shall refer all inquires regarding "Hold" vehicles to the City of Gresham Police Department. Contractor shall not provide any information about or access to held vehicles without authorization from City of Gresham Police personnel.
3. Contractor's who have the facilities that meet the requirements of Section L(6), shall, upon request by the Chief of Police or designee, tow a vehicle to a storage facility location designated by the Gresham Department in accordance with the rates set forth in Appendix 1. Contractor shall provide the City lot attendant or property room personnel a completed invoice of all fees owed up to that time.

I. RELEASING A VEHICLE

1. If the Chief of Police or designee marks a vehicle as "Release Required" on the Vehicle Tow Form, contractor shall not release a vehicle to the owner/owner's agent unless the owner / owner's agent presents the Contractor with a valid release from the City of Gresham.
2. When releasing a vehicle to the owner/owner's agent, Contractor shall issue an itemized written receipt for all services rendered and deliver any citations (i.e., parking citations) or other papers accompanying the vehicle to the owner/owner's agent.
3. Contractor will provide the following information whenever a vehicle owner/owner's agent inquires about the release of a vehicle:

- a. Whether or not the a "City of Gresham" release is required;
 - b. When an "After Hours Fee" is applicable and the amount due;
 - c. That an additional fee may be applicable if the owner/owner's agent retrieves a vehicle after hours and arrives more than one half hour after the appointed release time.
4. If vehicle owner or owner's agent requests the vehicle after hours, Contractor will arrive at the storage lot within one half hour from the time the request for release is made.
5. If after hours and the Contractor must wait at the storage lot for more than one half hour for the owner/owner's agent after the appointed time for the release, the Contractor may assess a Labor Fee for each hour or part thereof that the contractor is at the storage lot. If after hours, Contractor need not wait for the vehicle owner or agent more than one hour after the appointed time for the release.
6. If the owner/owner's agent must wait at the storage lot for more than one half hour upon arrival at the storage lot or after the appointed time for the release, the Contractor shall not charge an After Hours Fee or Additional Storage Charges from the original release time. Owner / Owner's agent need not wait more than one hour after arrival at the storage lot or the appointed time for release. If the owner or owner's agent has to return to the storage lot due to Contractor not arriving at the original appointed time for the release, the Contractor may not charge an After Hours Fee or any additional storage charges from the time the original appointed time for the release of the vehicle.
7. Contractor shall make the vehicle available to the owner/owner's agent for retrieval within 30 minutes of a request, payment, or any other time mutually agreed upon.
8. An attendant shall be available by telephone 24 hrs a day, seven days a week, to respond to storage facility vehicle requests.
9. Contractor shall be available to provide information about a towed vehicle whenever an owner/owner's agent calls. If an owner/owner's agent calls after business hours and it is necessary for the Contractor or his designee to check information and call back, the Contractor shall call the owner/owner's agent back within 30 minutes.
10. For the purpose of this contract, a telephone call by a vehicle owner/owner's agent shall constitute notice of a request for information or a release request.
11. Contractor shall retain all records relating to the towing, storage and disposition of vehicles, including but not limited to tow invoice copies, City of Gresham releases, lien records, dismantling certificates, bills of sale and certificates of sale for a period of not less than three years. Contractor shall either provide copies or release requested records for the purpose of copying, to the Chief of Police or designee within 24 hours of the request.

12. Contractor shall respond with accurate information to phone requests for information from the City of Gresham on demand, and not more than within 24 hours. Contractor shall make records available for audit, inspection, and copying by the Chief of Police or designee within 24 hours of the request.

13. The Contractor shall notify the City within eight (8) hours after the release of a vehicle to the registered vehicle owner/owner's agent, acceptance of a vehicle title in lieu of payment, or foreclosure of a possessory lien, by providing the Tow Desk the vehicle's VIN number and the action taken on the attached Appendix 5.

J. LIEN PROCESSING

1. Contractor may not process any liens on unclaimed vehicles or unredeemed vehicles if the vehicle has been designated as a "Hold" or "Release Required" and the Contractor has not been provided a "Release" from the City of Gresham.

2. Contractor shall submit to the City its current lien procedures and whether it is using a lien service. Contractor shall provide to the City of Gresham or designee a copy of the current lien notification letter to be used for vehicles towed under this contract, and a description of the timing and steps taken to assert and foreclose a possessory lien.

3. Contractor shall adhere strictly to the statutory requirements set forth in the Oregon Revised Statutes for liens, lien foreclosure, disposition of vehicle contents, and collections, including but not limited to Lien for Towing, in accordance with ORS 819.160, Notice prior to taking a vehicle into custody in accordance with ORS 819.170, Notice after taking vehicle into custody in accordance with ORS 819.180, Sale or disposal of vehicle not reclaimed in accordance with ORS 819.210 and ORS 819.215.

4. All unclaimed or unredeemed vehicles shall be appraised in accordance with the requirements of ORS 819.480, as it may be amended, by a licensed vehicle appraiser.

5. At the expiration of the redemption period as prescribed by state law, Contractor may assert or process any valid liens on all unclaimed or unredeemed vehicles. Contractor shall assess or process such liens on all unclaimed or unredeemed vehicles within ninety (90) days of the first opportunity to do so.

6. Contractor shall provide a notice of release to the City of Gresham for any vehicle on which the Contractor forecloses a possessory lien, obtains a dismantling certificate, accepts title in lieu of payment, or files a DMV Form 271.

K. TOW VEHICLE REQUIREMENTS

1. The Contractor shall be required to have and maintain at least two trucks that can be used to tow, at a minimum, Class A vehicles, motorcycles, small boats, and utility trailers.

2. Contractors shall be required to have and maintain at least two sets of Boots that can be used to "tow in place" large tractor-trailer type vehicles.

3. All tow vehicles shall display the company name, city and telephone number. This information shall be painted or permanently affixed to both sides of the vehicle and shall be clearly visible.

L. STORAGE FACILITIES

1. Contractor's storage facilities shall comply with all applicable zoning regulations.

2. Contractor's primary storage facility shall be located within five (5) miles of the city limits of the City of Gresham.

3. Contractor's storage areas shall be under the exclusive use of the Contractor.

4. Contractor's storage facility shall be marked with a sign at or near the entrance and clearly visible from the right of way. The sign shall have letters clearly visible stating:

- Contractor's name
- Contractor's regular business hours
- That an After Hours Fee may be charged for release of vehicles or their contents after regular business hours.
- The amount of the After Hours Fee, if any.

5. Contractor's storage facility shall at all times include the below specifications:

- a. Completely enclosed by a fence, or other secure enclosure of at least six feet tall and topped with not less than three strands of taut, barbed wire.
- b. Fence shall be free of holes or weak spots which could allow unauthorized entry.
- c. All gates, doors and other opening into storage facilities shall be equipped with locks to secure against unauthorized entry and shall be kept closed, except as necessary for moving vehicles into or out of the facility.
- d. Have a structure or enclosure designed, constructed, furnished, and maintained so as to create physical deterrence to unauthorized entry or unauthorized removal of stored vehicles or their contents, giving special consideration to the security of high value property and vehicles.

6. Contractor who want to be eligible for receiving Police Hold vehicles, shall have an indoor police hold storage facility for at least two vehicles. It shall be sufficiently deep and wide to allow full access to all sides of a vehicle, with its doors wide open during investigations by City of Gresham Police Department. The police hold storage facility must be floored with pavement, concrete, or sealed decking. It shall be fully secured from weather and unauthorized entry, clearly marked to prohibit unauthorized entry; free of dirt, oil spills, animal waste and loose items, such as auto parts. It shall be protected from contamination by foreign substances; fitted with a 110-volt grounded outlet, sufficient lighting to illuminate the working area; and equipped with a clean writing surface.

7. Contractor shall have a tow dispatch capable of communicating with Contractor's trucks at all times.
8. Contractor shall have a phone line to receive incoming City of Gresham towing and service requests.
9. Contractor shall have a facsimile machine installed at the storage facility, fully supplied and ready to receive and transmit at all times.
10. The primary storage requirements shall have not less than 5,000, sq. ft. of vehicle storage capacity, not including office facilities and police hold facility.
11. Contractor shall have sufficient capacity at a minimum of one of their facilities for long term storage of vehicles, at the City's request.

M. OWNER AND TOW DRIVER REQUIREMENTS

1. Prior to execution of the contract or any amendment, the Contractor owner and Contractor tow drivers who will be responding as its representative for requested vehicle tows shall have a driving record and criminal background check performed that meets the criteria set forth in this section and submit the results to the City. No person may perform tow services under this contract unless he or she satisfies the criteria in this section.
2. It is the responsibility of the Tow Contractors to confirm that all owners of contractor business and tow drivers possess a valid driver's license and must have the proper class of driver's licenses and endorsements from the State of Oregon for vehicles they drive and, within the last five years, have no more than three (3) traffic infractions as defined in ORS 801.550; or one (1) serious traffic violations as defined in ORS 801.477; or three (3) motor vehicle accidents which are required to be reported to DMV under ORS 811.720; or more than three (3) of any combination of infractions, serious traffic violations or motor vehicle accidents as defined above.
3. All tow truck operators shall be properly trained in the operation of the equipment.
4. Owner of contractor and drivers must not have a warrant out for his or her arrest, any felony convictions in the last ten (10) years, have any misdemeanor sex offense convictions within the last ten (10) years, or be on probation or parole for such convictions within the last five (5) years.
5. It is the Contractor's responsibility to notify the City if it hires new drivers and to submit the applicable information to the City sufficient to verify that the new drivers comply with this section. It is the Contractor's responsibility to notify the City if an owner or driver no longer satisfies the above criteria and to remove the person from its participation in providing services under this contract.

N. STORAGE FACILITIES AND VEHICLE INSPECTIONS

The City reserves the right to perform inspections of the Contractor's storage facilities, tow trucks, or tow truck equipment at any time. In the event the Contractor fails to permit the City to perform such an inspection, the Contractor may be subject to the remedies set forth in Section Q, R, and S.

O. GENERAL PROVISIONS AND PROHIBITIONS

1. Contractor shall not be verbally or physically offensive, abusive, disrespectful, or discourteous to any customer, motorist, City of Gresham employee or any other person or use profane or obscene language.
2. Contractor shall comply with all laws of the County, State, and Federal Governments and comply with the terms and conditions of this contract. Failure to comply with any of these laws or terms and conditions may result in the termination of this contract or imposing the remedies set forth in Sections Q, R and S.
3. Contractor shall not interfere with or injure the contract rights of any other Contractor.
4. Contractor shall not cause damage to the persons or property of others while performing under this contract.
5. Contractor shall not make any false statements of material fact, or omit disclosure of material fact in performance of this contract.
6. Contractor shall not subcontract its work under this contract, except for extraordinary equipment not available from any contractor on this agreement (i.e., heavy wrecker, cranes, air bags, extensive hazardous waste clean up, etc).
7. Tow trucks are not authorized as emergency vehicles. Contractors are prohibited from:
 - a. "Running Code" by operating overhead emergency lights while enroute to or from a tow scene.
 - b. Disobeying traffic control devices.
 - c. Use of any type of siren.
8. Contractor shall not monitor the police radio for gain or profit.
9. Contractor shall not solicit information as to crash locations by payment of any form of gratuity.
10. Contractor shall not require performance of repair work in order to agree to provide towing service for a vehicle.

11. Contractor shall not make any repairs or alterations to a vehicle without first being authorized by the owner, an authorized insurance company, or other authorized agent of the vehicle owner. Contractors may make emergency alterations when necessary to permit the safe towing of a vehicle.
12. Contractor shall not tow any vehicle which is occupied by any person, except as directed by a police officer.
13. Contractor shall not charge for services not performed, make duplicate charges for the same service, or charge any fee for services performed under this contract which is in excess of the rates and fees permitted under this contract.
14. Contractor shall not operate in performance of the contract while consuming alcohol or while under the influence of alcohol. Contractor shall not operate in performance of the contract while under the influence of drugs, unless such drugs are taken pursuant to a doctor's prescription or are available over the counter and they do not impair the operator's ability to safely perform all functions necessary to the fulfillment of the contract.
15. Contractor shall not operate any vehicle or other equipment in performance of the contract in a careless, reckless, or negligent manner.
16. Contractor shall perform all tows in a safe, courteous, and respectful manner.
17. Contractor shall secure vehicles transported on roll bed type carriers with tie-down chains or straps independent of the winch or loading cable.
18. Contractor shall secure vehicles being towed by recovery style trucks with two safety chains independent of the towing equipment.
19. The Tow Contractor must accept the following methods of payment for any fees, rates or charges:
 - a. Cash. Adequate cash must be available at all times at the storage facility and with the tow drivers for the purpose of making change; and
 - b. Credit Card. Any valid credit card or debit card bearing the VISA or Mastercard emblem accompanied by valid I.D. of the person presenting the form of payment.

P. CITIZEN COMPLAINTS

1. If the City receives a complaint from a vehicle owner / agent for any issue related to performance of a tow under this Contract, the City will review the complaint and submit a copy of the complaint to the Contractor requesting additional information. If the City determines that services were provided in violation of this contract, the City will request the Contractor to refund the vehicle owner / agent for the cost of the tow or a partial refund in any amount determined to be excessive. Failure to pay the refund as requested is a breach of the contract.

Q. REMOVAL FROM ROTATION LIST

1. In addition to other remedies provided herein, a violation of any provision of this contract may result in removal from the rotation list, at the City's sole discretion, until the violation is corrected to the City's satisfaction, or until the removal period has passed.
2. The first violation may result in removal of the Contractor from the rotation list for up to 30 days. The second breach may result in removal of the Contractor for up to 90 days. The third breach may result in termination.
3. At the time of the removal from the rotation list, the City shall provide the Contractor verbally or in writing with notice of the removal, the reason for the removal, and the actions necessary to be reinstated on the rotation list, if applicable.

R. LIQUIDATED DAMAGES

1. In addition to other remedies provided herein, in the event of a breach of any term of this contract, the City may charge liquidated damages in the amount specified in Appendix 4, or if not so specified, in the amount of \$50.00 per violation. This liquidated damage amount is estimated to pay for the administrative cost to the City to notify, remedy, and respond to the breach.
2. The City shall notify the Contractor in the form of Appendix 4, about the violation, the amount owed in liquidated damages, and that the Contractor shall pay the City within thirty (30) days of receiving notice. At the City's option, it may offset amounts owed as liquidated damages against amounts owed by the City to the Contractor for towing services performed under this contract.

S. TERMINATION AND REMEDIES

1. The City and the Contractor, by mutual written agreement, may terminate this Contract at any time.
2. This contract may be terminated by either party upon thirty (30) days written notice to the other party.
3. The City may terminate the contract without notice if the contractor is removed from the rotation list three (3) times within the term of this contract.
4. Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the Party has not entirely cured the breach within 15 days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

5. Termination notices must be sent in writing and by certified mail to the address below. All other notices, except contract terminating notices, may be sent by regular mail or email.

Contractor:	Gresham Police Department
Contact:	Michelle Perman, Records Manager
Address:	1333 NW Eastman Parkway
City, State Zip	Gresham, OR 97030
Email:	Michelle.Perman@GreshamOregon.Gov

T. INSURANCE AND INDEMNIFICATION

1. Contactor agrees to indemnify, save, hold harmless and defend the City of Gresham, its agents, employees, and elected officials from and against any and all claims and actions and all expenses incidental to the investigation of and defense thereof, arising out of or based on damage or injuries to person, or property caused by errors, omissions fault or negligence of Contractor or Contractors agent, officers or employees.
2. Contractor agrees to furnish to the City of Gresham or agent a certificate of insurance that demonstrates comprehensive general liability insurance in the amounts set forth in Appendix 7 of the Contract. Current certificates of insurance must be submitted to the City by the Contractor annually.
3. The Contractor shall provide an endorsement for all vehicles used in performing services under this contract for all insurance described in this section.
4. Each tow truck used in performing services under this contract shall carry an individual insurance identification card at all times per ORS 806.012.
5. Contractor shall provide information of its insurance coverage to any vehicle owner or agent who requests such information.

U. LIMITATION ON DAMAGES

1. If in the interest of public safety, the City may take prompt action to remove Contractor from the rotation list, temporarily suspend or terminate the Contract. The City, its employees, agents or assigns shall not be liable for damages incurred by the Contractor as a result of a removal from the rotation list, summary suspension, or termination of the contract.
2. In no event shall City of Gresham or designee be liable to Contractor for any lost or prospective profits, or any other special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract or otherwise) under or in respect of this contract, or for any failure of performance related hereto however caused, whether or not arising from City of Gresham sole, joint or concurrent negligence.

V. BUSINESS LICENSE

The Contractor shall obtain a City of Gresham business license as required by Gresham Revised Code Article 9.05 prior to beginning work under this contract. The Contractor shall provide a business license number in the space provided on the signature page of this contract.

W. GENERAL TERMS AND CONDITIONS

1. Contractor is Independent Contractor

a. Contractor shall perform the work required by this contract as an independent contractor. Although the City reserves the right (i) to specify the desired results; (ii) to determine (and modify) the delivery schedule for the work to be performed; and (iii) to evaluate the quality of the completed performance, the City cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.

b. The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600. Contractor represents and warrants that all subcontractors shall also meet such independent contractor standards.

c. Contractor will be responsible for any federal or state taxes applicable to any compensation or payment paid to Contractor under this contract.

d. Contractor is not eligible for any federal Social Security, unemployment insurance, state Public Employees' Retirement System, or workers' compensation benefits from compensation or payments to Contractor under this contract.

2. Assignment

Contractor shall not assign or transfer any of its interest in this contract, without the prior written consent of the City.

3. No Third Party Beneficiaries

City and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

4. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns, if any.

5. Compliance with Applicable Law

Contractor shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this contract, including without limitation, ORS 279A.120, ORS 279B.020, ORS 279B.220, ORS 279B.225, ORS 279B.230, and ORS 279B.235, as set forth on Exhibit B. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. A condition or clause required by law to be in this contract shall be considered included by these references.

6. Waiver

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

7. Errors

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

8. Governing Law

The provisions of this contract shall be construed in accordance with the laws of the State of Oregon and ordinances of the City of Gresham, Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.

9. Severability

If any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held invalid.

10. Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN

WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. BY ITS SIGNATURE, CONTRACTOR ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS CONTRACT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Business Name (please print): _____
Contact Name: _____ Phone: _____
Fax: _____ E-Mail _____
Social Security #: _____ Gresham Business License # _____
Federal Tax ID #: _____ State Tax ID #: _____
Citizenship: Nonresident alien Yes No
Business Designation (check one): Individual Sole Proprietorship Partnership
 Corporation Government Nonprofit

Business Office Address: _____ Primary Storage Lot Address: _____ Notification address: _____

Email: _____ Email: _____ Email: _____

The above information must be provided prior to contract approval. Payment information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number provided above. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject you to 31 percent backup withholding.

I, the undersigned, understand that the Non-exclusive Agreement for Towing Services and Appendix 1, 2, 3, 4, 5, 6, 7, and 8 are an integral part of this contract and agree to perform the work in accordance with the terms and conditions of this contract; certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; and certify I am an independent contractor as defined in ORS 670.600.

Signed by Contractor: _____
Signature/Title _____ Date _____

NOTICE TO CONTRACTOR: This contract does not bind the City of Gresham unless and until the City Manager or Designee has executed it.

CITY OF GRESHAM SIGNATURE

Approved: _____
City Manager or Designee _____ Date _____
Approved: _____
Project Manager _____ Date _____
Reviewed: _____
City Attorney or Designee _____ Date _____

APPENDIX 1

DEPARTMENT TOWING RATES AND FEES

<i>The Contractor may not charge rates and fees for towing services performed under this contract that are not listed below.</i>			
DEPARTMENT TOWS	Class A	Class B	Class C
Towing Rate (Hookup Fee)			
City owned vehicles	\$65	\$145	\$200
Evidence or Other as Designated by City	\$125	\$180	\$240
Mileage (first 5 miles is at no charge)	\$4.50	\$5.00	\$5.50
Recovery / Winching	\$90 per hour		
Re-tow	\$55	\$145	\$200
Standby / Labor (First 30 minutes are at no charge. Time begins when truck arrives on scene and charge applies after 30 minutes. Time spent cleaning an accident scene is included in this category.)	\$20.00 per ¼ hour		
Heavy Wrecker	\$210		
Special Equipment – Must receive approval from City of Gresham prior to charging fee	\$60		
Agency vehicle road service – limited to tire changes, jump starts, winch outs, and delivery of up to two (2) gallons of gasoline	\$65	\$70	\$100
No other category of charges other than those listed in the above chart may be charged for the towing of a vehicle.			
STORAGE AND RELEASE FEES			
No storage charge shall be imposed if a vehicle is redeemed within the first four hours after completion of the tow. In no case will Tow Contractor charge for more than 60 days of storage of a vehicle towed under this Tow Contract.			
SERVICE	RATES		
First Four Hours of Storage	No charge		
Per 24 hour period			
0 – 20 feet	\$16/day		
21 – 40 feet	\$25/day		
41 feet and over	\$30/day		
After hours fee (as authorized under contract, Section E.)	\$30.00		
Vehicles held for long term inside or outside storage due to investigation as requested by the City of Gresham or District Attorney’s Office. This rate applies for vehicles held longer than three (3) days	\$60 per month		

APPENDIX 2

PRIVATE NON-PREFERENCE TOWING RATES AND FEES

<i>The Contractor may not charge rates and fees for towing services performed under this contract that are not listed below.</i>			
TOWING RATES AND FEES	Class A	Class B	Class C
Towing Rate Abandoned Recovered stolen Hazard, DUII, Traffic Violation, etc.	\$125	\$180	\$280
Mileage Fee (first 5 miles is at no charge)	\$5.00/ mile	\$5.50/mile	\$7.00/mile
Recovery / Winching	\$90 per hour		
Standby / Labor (First 30 minutes are at no charge. Time begins when truck arrives on scene and charge applies after 30 minutes. Time spent cleaning an accident scene is included in this category.)	\$20 per ¼ hour		
Heavy Wrecker	\$210		
Special Equipment – Must receive approval from City of Gresham prior to charging fee	\$60		
Drop Fee	\$48	\$68	\$110
Release at Scene	\$125	\$180	\$285
Extra Truck	\$55 per ½ hour	\$130 per hour	\$215 per hour
Lien Filing Fee (applicable on the 8 th day of storage) Vehicles valued up to \$2,500 Vehicles valued more than \$2,500	\$60 \$1120		
STORAGE AND RELEASE FEES			
No storage charge shall be imposed if a vehicle is redeemed within the first four hours after completion of the tow. In no case will Tow Contractor charge for more than 60 days of storage of a vehicle towed under this Tow Contract.			
SERVICE	RATES		
First Four (4) Hours	No charge		
Per 24 hour period			
0 – 20 feet	\$30.00 / day		
21 – 40 feet	\$36.00 / day		
41 feet and over	\$47.00 / day		
After hours fee	\$30.00		

APPENDIX 3

**DEPARTMENT TOWING RATES AND FEES FOR
RECREATIONAL VEHICLES (RVs), BOATS, CAMPERS AND CAMPING TRAILERS**

<i>The Contractor may not charge rates and fees for RV towing services if the vehicle is reclaimed by the registered owner or sold at auction.</i>			
DEPARTMENT TOWS	Class A	Class B	Class C
Towing Rate (Hookup Fee) for recreational vehicles (RVs), boats, campers and camping trailers	\$105.00	\$150.00	\$200.00
Mileage (first 5 miles are at no charge)	\$3.50	\$3.75	\$4.00
Recovery / Winching	\$75 per hour		
Re-tow	\$150.00	\$200.00	\$250.00
Standby / Labor (First 30 minutes are at no charge. Time begins when truck arrives on scene and charge applies after 30 minutes. Time spent cleaning an accident scene is included in this category.)	\$17.00		
Heavy Wrecker	\$175.00		
Agency vehicle road service – limited to tire changes, jump starts, winch outs, and delivery of up to two (2) gallons of gasoline	\$40.00	\$58.00	\$92.00
No other category of charges other than those listed in the above chart may be charged for the towing of a recreational vehicle (RV), boat, camper or camping trailers			
STORAGE	RATES		
Recreational Vehicles (RVs), Boats, Campers and Camping Trailers	\$15/day maximum of 35 days		
Lien Fees	Reimbursable up to full amount shown on DMV transaction receipt		
All receipts must show VIN and Case Number			

APPENDIX 4

Tow Violation Notice

Tow Company: _____ Case#: _____

Location of Tow: _____ Date: _____ Time: _____

Vehicle Make/Model: _____ Vehicle License Plate: _____

Vehicle VIN: _____

Violation

o Late Response or No Response to a Tow Request \$100.00
(Tow company has 30 minutes to arrive at scene for regular tows)

Requested tow at: _____ Cancelled tow at: _____

o Late Call-in of Info to Tow Desk, without Cause \$50.00
(Tow company has 5 minutes to notify GPD if they are unable to respond to tow.)

Requested tow at: _____ Tow company contacted GPD at: _____

o Releasing Vehicle Without Documentation from GPD \$100.00

o Failure to Clean Up at Accident Scene \$75.00

o Police Hold Conditions Violation \$125.00

o Pass on a vehicle (exceeding 3 passes or any abandoned vehicle)

- First Offense \$100.00
- Second Offense \$125.00
- Third Offense \$175.00

Comments: _____

APPENDIX 5

VEHICLE DISPOSITION NOTIFICATION TO
GRESHAM POLICE DEPARTMENT

(To be Faxed or delivered to GPD each business day following a change in vehicle disposition)

COMPANY: _____ Date: _____ Time: _____ AM/PM

PLEASE BLOCK PRINT LEGIBLY

TOW NUMBER	RELEASE CODE	PLATE OR VIN #

All releases are to be reported in this format, whether using this form. This form must be faxed at the end of each business day.

Disposition codes are:

- RO – Released to Owner
- T – Surrendered Title
- S – Sold
- P – Towed to Gresham Police Department
- ELSE – Towed elsewhere (not to tower's lot)
- RAS – Release at Scene (when hookup is complete and full fee applies)
- RELOCATE – Moved to another tow lot/facility

Lien Releases are reported as follows:

On Police tows (recovered stolen, prisoner's property, no insurance, DWS, no op, or any car that has had a hold on it) report to Gresham Police Records as soon as you get the release.

On all other Contract tows, report the release to the Gresham Police Department as of the auction date.

APPENDIX 6

DEFINITIONS

Abandoned Vehicle Tow: Any tow of an abandoned vehicle or otherwise so designated by the City of Gresham or its designee.

After Hours Fee: Fee assessed for access to a vehicle, whether for release or retrieval of personal effects to the, on Holidays or outside of regular business hours.

Class A Tow: A tow or service request of a passenger vehicle, motorcycle, truck or van up to $\frac{3}{4}$ ton size, unloaded, or a vehicle not exceeding 10,000 pounds, which requires a Class A tow truck.

Class B Tow: A tow or service request of a vehicle exceeding 10,000 pounds Gross Vehicle Weight (GVW), which requires a Class B tow truck.

Class C Tow: A tow, or service request of a vehicle exceeding 20,000 pounds Gross Vehicle Weight, which requires a Class C tow truck.

Department Tow: A vehicle towed and designated as a Department Tow by the City, including a City vehicle, Evidence Tow, or Investigative Tow, or otherwise designated as a Department tow by the City.

Drop Fee: The fee assessed when a vehicle is released to the registered owner/owner's agent, when the vehicle is hooked up but the vehicle has not left the area of the tow.

Holiday: The days of the year observed by the City as a holiday are New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, 4th of July, Labor Day, Veterans Day, Thanksgiving, and Christmas.

Pass: When the City requests a tow from a Contractor and the Contractor does not respond to the City within five (5) minutes of the City's call or the Contractor declines to accept the tow assignment.

Police Hold / Hold: An order by any police officer or crime scene specialist restricting access to both the towed vehicle and its contents pending completion of an investigation.

Private Non-Preference Tow: The tow of any vehicle other than a Department Tow or Investigative Tow, or Private Preference tow. Private Non-Preference Tows may also be referred to as General Tows. These tows are requested from the Tow Contract rotation as a courtesy to a vehicle owner / agent who has no stated preference for a specific tow company.

Private Preference Tow: The tow of a vehicle for which the owner/owner's agent has requested a specific Tow Contractor or non-contract tow company. Fees are charged at the Contractor's private rates.

Release: A document issued by the City of Gresham to the vehicle owner / agent authorizing the Contractor to release the vehicle.

Re-Tow: Towing of a vehicle initially towed pursuant to this contract at the direction of City personnel.

Rotation list: The list established with the City of Gresham for non-preference tow requests to Contractors in the City of Gresham.

Towing Services: Services performed by tow contractors as set forth in this contract, including all types of vehicle towing, winching, recovery, dollying, disabling drive lines, securing unstable loads, and clean up at crash scenes. Towing services also includes storage and disposal of unclaimed vehicles. Towing services provided for a City of Gresham police vehicle also includes road service calls for tire changes, jump starts, winch outs, and delivery of up to two (2) gallons of gasoline.

Vehicle owner: The person in whose name a vehicle title is registered or the person who has the right to possession of the vehicle.

Vehicle owner's agent: A person authorized by a vehicle owner to have access to the vehicle.

APPENDIX 7

CONTRACTOR'S INSURANCE REQUIREMENTS

Contractor shall maintain such public liability and property damage insurance and furnish certificates of insurance coverage containing the following coverage and limits:

- Single limit liability policy with coverage of not less than \$1,000,000 (\$1 million).
- Fire and theft insurance (garage keepers insurance) to protect stored vehicles in a minimum amount of \$100,000
- Cargo insurance in the minimum amount of \$50,000 (In no case shall the policy deductible for garage keepers and cargo insurance exceed \$2,500 per event)

3. The limits of the insurance shall be subject to statutory changes to maximum limits of liability imposed on municipalities of the State of Oregon during the term of the license. The insurance shall be without prejudice to coverage otherwise existing.

4. The insurance shall name as additional insureds the city, and its officers, agents and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts which the insurer would have been liable if only one person or interest had been named as insured. The coverage shall apply as to claims between insureds on the policy.

5. The contractor shall provide that the insurance shall not terminate or be canceled without 30 days written notice first being given to the manager.

6. Failure to maintain liability insurance shall be cause for immediate termination of the Contract.