

## EMERGENCY TOWING AGREEMENT

The undersigned tow company (“the undersigned”) hereby agrees to abide by the *Specifications and Policy for Emergency Towing* of the Oregon City Police Department (a copy of which is attached and incorporated herein by reference), and further agrees to tow all vehicles (as defined in the attached *Specifications and Policy for Emergency Towing*) to Bud’s Towing Inc. at the charges agreed to on the attached list for tow and storage. Any request to change the scheduled rates must be submitted by the undersigned in writing 30 days prior to the effective date for City Commission approval. Requests for rate changes are subject to City Commission approval.

It is understood that the undersigned shall be solely responsible for collecting from the owner(s) of the vehicle all charges for the price of the tow and storage bill. The owner of the towed vehicle shall pay all bail and/or fines for traffic violations, including administrative fees, directly to the City. The undersigned shall release police tows only after the Police Department provides the undersigned with an order to release the vehicle.

It is further understood and agreed that the undersigned shall keep all vehicles that the Oregon City Police Department identifies as needing extra security or processing in an enclosed and secure inside area that shall be locked whenever employees of the undersigned are not present. If, in the opinion of the Chief of Police or his designee, it is necessary to hold a vehicle as evidence, it is agreed that the vehicle may be held in a place provided by the City for such purpose to avoid storage expense. The undersigned further agrees that after such vehicle has been released as evidence by the Police Department and the owner has been notified of its release, the undersigned will tow the vehicle to its lot to be held at the owner’s expense.

It is further agreed that the undersigned shall respond on all police calls to accident scenes. The undersigned shall remove the vehicles as directed by an officer of the Oregon City Police to clear traffic lanes, and also see that all broken glass, petroleum, oils, debris, and other materials is removed from the street before leaving the scene.

It is further understood and agreed that the undersigned shall receive all police requests for non-preference private tows so long as this agreement is in effect. The undersigned is solely responsible for collecting the price of all non-preference private tows, as defined in the Specifications and Policy statement.

### I. INSURANCE

The undersigned agrees to procure and maintain insurance for all its activities arising under this contract, including insurance for bodily injury and property damage, as

specified in Section II.D.6 in the attached *Specifications and Policy for Emergency Towing*. The undersigned agrees to furnish proof of this coverage and to instruct its insurance carrier to notify the Oregon City Recorder directly of any changes in policy limits or coverage, or if the policy is terminated or not renewed.

## **II. EARLY TERMINATION**

- A. This Agreement may be terminated prior to the expiration of the agreed-upon term upon the occurrence of any of the following:
1. by mutual written consent of the parties.
  2. by either party upon 60 days' written notice to the other, delivered by certified mail or in person.
  3. by the City, effective upon delivery of written notice to the undersigned by certified mail or in person, under any of the following conditions:
    - a. If the undersigned fails to provide services called for by this Agreement within the time specified or any extension thereof.
    - b. If the undersigned fails to perform any of the other provisions of this Agreement, or fails to pursue the work of this Agreement in accordance with its terms after receipt of 10 days written notice from City.
    - c. If the undersigned fails to meet the minimum specifications contained in the attached Specifications and Policy statement at any time.
- B. Upon receipt of notice of cancellation, the undersigned shall immediately cease work and submit a final statement of services for all services performed and expenses incurred since the date of the last submittal of a statement of services.
- C. Any termination of the Agreement shall be without prejudice to any obligation or liabilities of either party already accrued prior to such termination.
- D. The rights and remedies of City provided in this Agreement relating to defaults by the undersigned shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- E. Any delay resulting in whole or part from the failure of the City to perform its responsibilities under this Agreement or from causes beyond the control of the parties will result in a corresponding extension of the term of the Agreement.

### **III. REQUIRED CONDITIONS**

- A. The undersigned shall make payment promptly, as due, to all persons supplying to the undersigned, labor or materials for the prosecution of the work provided for in this Agreement.
- B. The undersigned shall pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of this Agreement.
- C. The undersigned shall not permit any lien or claim to be filed against the City of Oregon City on account of any labor or material furnished under this Agreement.
- D. The undersigned shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- E. If the undersigned fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with this Agreement as such claim becomes due, the City may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract.
- F. If the undersigned or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this Agreement within thirty (30) days after receipt of payment from the City or the undersigned, the undersigned or subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period that payment is due under ORS 279.445(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279.445. The rate of interest contractor or subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty (30) days after the date when payment was received from the City or from the undersigned, but the rate of interest shall not exceed thirty (30) percent. The amount of interest may not be waived.
- G. Any person employed under this contract shall receive at least time and a half pay for all time worked on the legal holidays specified in ORS 279.334(1)(a)(C)(ii) to (vii) and for all time in excess of ten (10) hours in any one day or forty (40) hours in any one week, whichever is greater.
- H. The undersigned shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of the undersigned, of all sums that the undersigned agrees to pay for such services and all money and sums that the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing such service.

- I. The undersigned agrees that it is a “subject” employer and that it will comply with ORS 656.017.

#### **IV. MODIFICATION, SUPPLEMENTS OR AMENDMENTS**

No modification, change, supplement or amendment of the provisions of this Agreement shall be valid unless it is in writing and signed by the parties hereto. The undersigned may not assign or sub-contract any work under this Agreement without the express written consent of the Chief of Police.

#### **V. INTEGRATION**

This Agreement, including the attached *Specifications and Policy for Emergency Towing and Bid Proposal*, contains the entire agreement between and among the parties, integrates all the terms and conditions mentioned herein or incidental hereto, and supersedes all prior written or oral discussions or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

#### **VI. LEGAL EXPENSES**

In the event legal action is brought by the City or the undersigned against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorneys fees, costs and expenses as may be set by the court. “legal action” shall include matters subject to arbitration and appeals.

#### **VII. SEVERABILITY**

The parties agree that if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

#### **VIII. NUMBER AND GENDER**

In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others whenever the context so requires.

#### **IX. CAPTIONS AND HEADINGS**

The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction.

## **X. CALCULATION OF TIME**

All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day which is not a Saturday, Sunday or such a holiday.

## **XI. NOTICES**

Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage paid, or personally delivered to the addresses below. All notices shall be in writing and shall be effective when delivered to or received by the addressee. If mailed, notices shall be deemed effective forty-eight (48) hours after the postmark date, unless sooner received.

City: Chief of Police  
City of Oregon City  
320 Warner Milne Road  
P.O. Box 3040  
Oregon City, OR 97045-0304

Tow Company/Contractor: Bud's Towing Inc. \_\_\_\_\_  
Name  
126 S. McLoughlin Blvd. \_\_\_\_\_  
Street Address  
Oregon City, OR 97045 \_\_\_\_\_  
City, State & Zip Code

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
(Tow Company)

By: \_\_\_\_\_

Title: \_\_\_\_\_

THE ABOVE TOW COMPANY IS HEREBY CERTIFIED AS THE EXCLUSIVE TOWING AGENCY FOR POLICE TOWS AND NON-PREFERENCE PRIVATE TOWS FOR A FIVE (5) YEAR PERIOD COMMENCING JULY 1, 2017, AND ENDING JUNE 30, 2022.

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James Band, Chief of Police