

TOW SERVICES AGREEMENT

This TOW SERVICES AGREEMENT (**Agreement**) is entered by and between the City of The Dalles, a municipal corporation of the State of Oregon (**City**), and Shaner Enterprises, Inc. (*dba* Rivers Edge Towing and Rivers Edge Automotive), an Oregon business corporation (**Company**).

WHEREAS, the City, by and through its authorized agents, causes certain motorvehicles and trailers to be towed and impounded; and

WHEREAS, Title 5 and Title 6 of The Dalles Municipal Code and Oregon law provide for the towing, impounding, storage, and sale of motor vehicles and trailers under certain conditions.

NOW, THEREFORE, in consideration of the premises and of the mutual conditions and stipulations herein contained, the Parties agree:

1. Definitions. The Parties agree the following definitions apply to this Agreement:
 - A. **Vehicle** – any device in, upon, or by which any person or property is or may be transported or drawn upon a public highway and includes those propelled or powered by any means. *Vehicle* does not include a manufactured structure. ORS 801.590. Without limitation, *vehicle* includes: (1)* vehicles involved in accidents; (2)* disabled vehicles; (3)* vehicles being towed at the owner's request; (4) vehicles impounded pursuant to City ordinance, where the vehicle is used in the commission of certain traffic crimes or violations; (5) vehicles impounded pursuant to an order of The Dalles Municipal Court; (6) abandoned vehicles, as defined under City traffic ordinance and Oregon law; (7) vehicles blocking City rights-of-way; (8) vehicles in prohibited parking areas; (9) vehicles in violation of Oregon or local law, including vehicles in violation of the provisions of the City's nuisance ordinance prohibiting the storage of vehicles qualifying as junk or the storage of abandoned vehicles; (10) vehicles needing removal during a natural or man-made emergency; (11) vehicles needing removal from a City construction or maintenance project; and (12) vehicles towed to the City's Public Works Department for storage as evidence. For the types of vehicles described with an asterisk (*) above, Company agrees, if the owner of such vehicle to be towed requests a particular towing company provide the towing service, the City will honor the request.
 - B. **Recreational Vehicle** – a vehicle with or without motive power designed for use as temporary living quarters and as further defined by rule by the Oregon Director of Transportation. ORS 174.101(3).
 - C. **Motor Home** – a motor vehicle that: (1) is reconstructed, permanently altered, or originally designed to provide facilities for human habitation; or (2) has a structure permanently attached to it that would be a camper if the structure was not permanently attached to the motor vehicle. ORS 801.350.
 - D. **Trailer** – every vehicle without motive power designed to be drawn by another



vehicle. *Trailer* includes, but is not limited to, the following types of trailers: (1) balance trailers; (2) bus trailers; (3) commercial bus trailers; (4) farm trailers; (5) pole trailers; (6) semitrailers; (7) travel trailers; (8) truck trailers; (9) self-supporting trailers; and (10) special use trailers. ORS 801.560.

2. Services to be Provided by Company

A. Tow and Storage Services. Vehicles fitting the description of the types of vehicles described in Paragraph (1)(A)(1)-(11) shall be towed to and stored at Company's storage yard in the City of The Dalles (current location is at **2500 E 2nd Street**). In the event Company's storage yard located at **2500 E 2nd Street** is full, and the City has a vehicle which needs to be towed, and space is available at Company's storage yard located at **1100 Tucker Road in Hood River, Oregon**, Company agrees to transport the vehicle to Company's storage yard at 100 Tucker Road in Hood River, Oregon. Vehicles towed to the City's Public Works Department for storage as evidence at the request of the City Police Department shall be towed to the City Public Works Department yard located at **1215 West 1st Street**. Company accepts all responsibility and liability for storage of vehicles on Company's premises. The City accepts all responsibility and liability for storage of vehicles on the City's premises.

B. Response Time. The City, by and through its authorized agents, including City Police Officers and City Codes Enforcement Officers, shall notify Company when a motor vehicle, vehicle, or trailer, all being particularly described and located, is to be towed to a storage area designated by the City. Company shall respond to requests for towing services within **fifteen (15) minutes plus drive time response** for calls involving accidents and impoundments; provided, however, in cases of calls for Codes Enforcement tows (e.g., abandoned vehicle tows) where a City Police or Codes Enforcement Officer is *not* waiting at the scene of the tow, Company shall provide a response time of up to **three (3) hour plus drive time response**. Company shall advise the City when it is temporarily unavailable to respond to non-preference tow calls: unavailability may occur due to conditions such as, but not limited to, other tow truck commitments, a tow truck being disabled and/or under repair, or unforeseen driver shortages due to illness, vacation, etc., and Company shall notify the City once it is able to resume normal operation. Company's refusal or failure to respond to calls from the City for towing services may result in a termination of this Agreement under the provisions of Paragraph 6.

C. Business Services. Company shall maintain a staffed telephone line during regular business hours between 8:00 a.m. and 6:00 p.m. for operation of the impound yard, with a **fifteen (15) minute response time** for release of impounded vehicles, excluding weekends and holidays. The Company shall maintain personnel who can be contacted in such a manner as to arrange for the release of impounded vehicles or the return of personal property **no later than twenty-four (24) hours** from a request being made to release the impounded vehicle or return the personal property. Company shall provide dispatch services **twenty-four (24) hours per day, 365 days per year**.

D. Release of Vehicles/Disposition of Impounded Vehicles. Company agrees to provide all required notices to vehicle owners and security interest holders related to impounded vehicles, as required by Oregon law. Company shall coordinate with the City Police Department and Municipal Court to confirm all required documentation has been



provided and all release fees have been paid before releasing a vehicle from impoundment. Company agrees disposition of impounded vehicles that have not been redeemed shall comply with the provisions of ORS Chapter 819, including the obtainment of a wrecker's certificate if required.

E. Exclusions. Company agrees to tow violative **recreational vehicles, motor homes, boats, and trailers** per City Police Department, City Codes Enforcement, and Municipal Court direction if Company determines (in its sole discretion) it is capable and able to so tow on a case-by-case basis and at no cost to the City.

3. Rates for Services. For vehicles described in **Paragraph (1)(A)(1)-(5), (7)-(12)**, the Company shall charge the rates set forth in the schedule attached to and made part of this Agreement as Exhibit "A". City and Company acknowledge and agree the owners of the vehicles towed for these specified types of vehicles shall be responsible for payment of the towing and storage charges. For abandoned vehicles described in **Paragraph (1)(A)(6)**, and for vehicles described as abandoned or junk vehicles under the City's nuisance abatement ordinance under **Paragraph (1)(A)(9)**, the Company shall tow these vehicles for the City at no cost. Company and City understand and agree that the Company will bill the registered owner any of these types of towed vehicles for any amount not covered by the sale of the vehicle, which is not redeemed from impoundment. Company agrees to absorb the cost of towing services in the event of the towing of a vehicle which the City Police Department has determined was improperly towed.

4. Licensing, Indemnity, and Insurance. During any term this Agreement is in effect, Company shall hold and continue to maintain valid all licenses required of a person or entity providing the services Company is providing under this Agreement.

Company shall hold harmless, defend, and indemnify the City, its officers, agents, and employees, from and against any and all claims arising from performance of this Agreement; provided, however, in no event shall Company indemnify against the City's sole negligence.

Prior to commencing work under this Agreement, Company shall provide City with a certificate of insurance verifying Company has insurance coverage required by the City. The certificate of insurance shall provide "The City of The Dalles, its officers, agents, and employees" is named as an additional insured and shall provide for thirty (30) days' written notice to the City of any cancellation of the insurance policy. Insurance maintained by the Company shall be in the minimum amount of:

Type of Insurance

Workers' Compensation
Commercial General Liability
Combined Single Limits
Automobile Liability – Bodily Injury
and Property Damage Combined

Limits of Liability

Statutory Workers' Compensation
\$1,000,000 (*each occurrence*)
\$2,000,000 (*aggregate*)
\$500,000
All vehicles covered
Hired and non-owned vehicles

5. Payments.

a. Company agrees to promptly pay as due all persons supplying labor or materials for the prosecution of services or Work arising from this Agreement: if Company fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Company



(including subconsultants), the City may pay such a claim and charge the amount of its payment against funds actually or expectedly due from Company. The Parties agree payment of any claim in this manner shall not relieve Company or its surety from any obligations with respect to any unpaid claims.

b. Company agrees to pay all employees at least time and half pay for all overtime worked in excess of 40 hours in any one work week, except for excluded individuals pursuant to ORS 653.010 to 653.261 or 29 U.S.C. 201 to 209.

c. Company agrees to promptly pay as due all persons, co-partnerships, associations, or corporations furnishing medical, surgical, hospital care, or other needed care and attention incident to sickness or injury to Company's employees, or all sums which Company agrees to pay for such services, and all moneys and sums which Company collected or deducted from the wages of its employees pursuant to any law or contract for the purpose of providing or paying for such service.

d. Company shall not permit any lien or claim to be filed or prosecuted against the City on account of any Work (including labor or materials) furnished under this Agreement.

e. Company agrees to pay to the Oregon Department of Revenue all sums withheld from its employees pursuant to ORS 316.167.

6. Term of Agreement. The term of this Agreement shall commence on **November 7, 2024**, and shall continue in effect until **November 7, 2027**.

7. Termination. This Agreement may be terminated by Company for any reason upon thirty (30) days' prior written notice to the City. This Agreement may be terminated by the City for a default in performance by Company, which default has not been cured within thirty (30) days of written notice of default provided to Company.

8. Tax Currency. Company agrees (and by executing this Agreement, certifies under penalty of perjury) it is, to the best of its knowledge, not in violation of any tax laws described in ORS 305.380.

9. Full Integration/Modification. This Agreement contains the Parties' entire understanding and intent and supersedes all prior negotiations, representations, or other written or oral agreements on this matter. The Parties agree this Agreement may only be modified by a written instrument duly executed by the Parties.

10. Independent Contractor. The Parties agree Company is an independent contractor as defined by ORS 670.600(2) and as interpreted by regulations promulgated by the Oregon Bureau of Labor and Industries. Neither the terms of this Agreement nor the course of its performance by the Parties shall be construed as implicating an employer-employee relationship. Company expressly warrants its exclusive agency free from City direction and control over the means and manner of performing under this Agreement.

11. Assignment/Delegation. The Parties agree no Party shall assign or transfer an interest or duty under this Agreement without the other Party's written consent and any attempted assignment or delegation without written consent shall be invalid.



12. Subconsultants. Company agrees it shall not retain any subconsultant the City reasonably objects to as incompetent or unfit. Company agrees it is as fully responsible to the City for its subconsultants' and employees' (whether directly or indirectly employed) negligent acts and omissions as it is for its employees' negligent acts and omissions. The Parties agree nothing in this Agreement is intended to or shall create any contractual privity between the City and any subconsultant.

13. Enforceability. The Parties agree all disputes connected with this Agreement or its performance shall be heard in the Circuit Court of the State of Oregon for the County of Wasco and any resolutions shall be construed under the laws of the State of Oregon. If any provision of this Agreement is held invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties.

14. Waiver. The Parties agree a Party's failure to insist upon strict adherence to a provision of this Agreement on any occasion shall not be considered a waiver of the Party's rights or deprive the Party of the right to thereafter insist upon strict adherence to the provision or any other provision of this Agreement.

15. Notices. Notices required or permitted under this Agreement shall be in writing and addressed by U.S. Mail, postage prepaid, return receipt requested, to the following addressed, or by personal delivery:

To the City:
City Manager
313 Court Street
The Dalles, OR 97058

To Company:
Jason Shaner, President
Shaner Enterprises, Inc.
P.O. Box 396
Hood River, OR 97031

With a copy to:
Chief of Police
401 Court Street
The Dalles, OR 97058

Either party may change the address to which notices must be delivered upon providing written notice to the other party as provided in this Paragraph.

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16. Entire Agreement. This Agreement constitutes the entire agreement of the Parties, and there are no other oral or written agreements between the Parties concerning the subject matter of this Agreement; provided, however, the Parties may mutually amend this Agreement by written instrument executed by the Parties.

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of November, 2024.

CITY OF THE DALLES

 12-11-24
Tom M. Worthy, Chief of Police

COMPANY

Jason Shaner, President
Shaner Enterprises, Inc.
dba Rivers Edge Towing &
Rivers Edge Automotive



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IN WITNESS WHEREOF, the parties have executed this agreement this 12 day of ~~November~~, 2024.

December

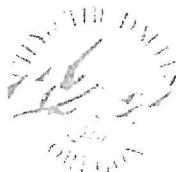
CITY OF THE DALLES

 12-1-24

Tom M. Worthy, Chief of Police

COMPANY


Jason Shaner, President
Shaner Enterprises, Inc.
dba Rivers Edge Towing &
Rivers Edge Automotive



Rivers Edge Towing

A Division of Shaner Enterprises, INC.

Mailing Address:

PO Box 396 • Hood River, OR 97031
 ltowforyou@charter.net / riversedgedispatch@gorge.net

Hood River

1100 Tucker Rd.
 Hood River, OR 97031
 541-386-6944

The Dalles

2500 E. 2nd St.
 The Dalles, OR 97058
 541-296-8558

Business Hours: 8am-6pm, Monday through Friday
 Non Business Hours and Holiday by phone appointment
 All phone appointment's will be charged an after hours gate fee.

Description	Class A, DA	Class B
Impound Hookup / Reg Hookup	\$110.00	\$225.00 (per hr/portto port)
Reg Hookup Retail	\$110.00	\$225.00 (per hr/portto port)
Light Medium Hookup	\$135.00	\$135.00
Light Medium Trailer	\$135.00	\$135.00
Mileage One Way	\$6.50	\$8.50
Carries / Dollies	\$60.00	\$60.00
Minimum Winch ¼ Hour, Per Hook	\$70.00	\$100.00
Hourly Winch	\$280.00	\$400.00
Dispatch Service Call	\$75.00	\$175.00
Fuel Surcharge (Above 3.00 per gal)	\$3 - \$45.00	\$5 - \$45.00
Storage (per Calendar Day)	\$59.50	\$120.00 over 20 feet
Hazardous Storage (EVs or Drugs)	\$110.00	\$220.00
After Hours / Holiday (5:00pm-8:00am)	\$100.00 per hour	\$100.00 per hour
Standby / Work At Scene / Extra Man	\$45.00-175.00 per hour	
Trailer / Motorcycle	\$110.00	N/A
Skates / Snatch Blocks / GoJacks	\$45.00	\$45.00
Rollover - Min	\$140.00	\$400.00
Impound Fee	\$60.00	\$60.00
Lein Processing	\$115.00	\$115.00
Flares	\$5.00/each	\$5.00/each
Chains / 4X4 Required / Chain Up Fee	\$60.00	\$60.00
Labor At Scene	\$45.00-\$175.00 per hour	
Lockout	\$85.00	\$175.00
Service Call	\$85.00	\$175.00
Driveline Removal / Labor	\$155.00 per hour	
Cage Brakes / Labor	\$155.00 per hour	
Taxi Fee + Mileage	\$7.50	\$7.50
Empty Return Miles	\$1.00-\$3.00 per mile	
Traffic Control Mitigation	\$45.00-\$155.00 per hour/per vehicle	

Debris Disposal - All costs for collection and disposal of debris and handling plus 30%

Payments Methonds Accepted - VISA / Mastercard, Debt Card, Cash

*There may be a 4% convenience charge added on all credit card bills over \$200.

*Person on card must be present and have valid matching ID

*Should you pay by cash, River's Edge Towing will provide, in person or by mail, exact change not later than the end of the business day following the receipt of payment.

1/1/2025