**Exhibit A**

**CENTRAL POINT POLICE DEPARTMENT**

**NON-PREFERENCE TOW AGREEMENT**

**PURPOSE**

To further the Central Point Police Department’s (CPPD) interest in prompt, orderly, and professional removal of non-preference, impounded, and hazardous vehicles, the Central Point Police Department has established a non-preference tow rotation list. The rotation list does not favor any single tow business, nor is it a guarantee of business to the towing industry. Tow companies participating in the non-preference tow agreement understand that they will be called upon to conduct vehicle tows at the operational need of CPPD, as may be determined by the requesting CPPD Officer or CSO.

Towing companies are regulated by Oregon statutes and administrative regulations. Nothing in this agreement is intended or shall be construed to conflict with those laws or regulations.

Tow companies are expected to charge their normal and reasonable fees for their tow service. Current lists of each company’s normal and customary rates will be submitted to the CPPD Tow Program Manager upon signing the agreement and any changes to the company’s list of normal and customary rates will be submitted immediately upon their effective date. All tow companies will adhere to their submitted price lists. Failure to do so may result in suspension or revocation from the list.

Tow companies participating in the tow rotation must understand fully that when tows are requested by CPPD personnel, tow companies responding reflect also on the image of the Central Point Police Department. Accordingly, CPPD expects all participating tow companies to adhere to the highest standards of professionalism. CPPD does not establish, recommend, or in any way dictate the methods used for safe vehicle removal.

Tow requests from CPPD may be routed through Emergency Communications of Southern Oregon (ECSO) or a tow dispatching agent. ECSO may utilize a tow dispatching agent to assist with providing tow dispatch and tow rotation management services.

CPPD will provide ECSO and/or the tow dispatching agent the list of contracted towing companies in compliance with the non-preference tow agreement. The tow requests are dispatched on a rotation basis to the contracted towing companies on the list. It is the intention of the parties that tow services be provided to the public in an efficient, timely and professional manner, and that the rotation system is carried out in a manner which is fair to the Contracted Towing Companies. No fees are paid to CPPD or the City of Central Point.

**SCOPE OF SERVICES**

1. **Tow drivers and vehicles must be licensed** according to Oregon Revised Statutes and Department of Motor Vehicle Administrative Rules (ORS 822.200 through 822.235) (OAR 257-050-0200).
2. **Tow company shall provide adequately trained and experienced tow vehicle operators during each call-out.**
3. **Tow company shall have tow vehicles equipped and maintained as set forth below:**
   1. The Contractor(s) shall possess a minimum of one Class A tow vehicle. In addition, the Contractor shall be able to provide, at no additional cost to the Central Point Police Department, one of each Class B and Class D tow vehicles.
   2. “TW” license plate or appropriate temporary permits.
   3. Company name and phone number prominently identified on each side of tow vehicle.
   4. Approved emergency lights.
   5. At least one rear-facing work light capable of illuminating the area of the tow under darkened or foggy conditions.
   6. Tow lights.
   7. FCC licensed two-way radio (CB not acceptable) and/or cellular phone (for tow operators’ use only) to assist vehicle operator and/or passenger(s) to obtain transport from the impound scene when necessary, and to maintain communications with the dispatch service.
   8. Ability to safely move and transport motorcycles.
   9. Dollies, or the ability to effectively deal with partially immobilized or otherwise damaged vehicles – such as a flatbed tow unit.
   10. 75 ft 3/8” cable minimum.
   11. Dual rear wheels.
   12. Equipment capable of providing minor repairs, including but not limited to, polarity protected starting equipment and tire changing equipment.
   13. Flares.
   14. One 10-pound or two 5-pound B&C rated fire extinguisher(s).
   15. Broom.
   16. Shovel.
   17. Debris container.
   18. Reasonably clean vehicle interior and exterior.
   19. Such other equipment required by state statute and Oregon Department of Motor Vehicle Administrative Rules.
4. **The tow company shall be available 24 hours a day, 7 days a week, 365 days a year.**
5. **Each company shall:**
   1. Have an established place of business. The place of business shall have an office area that is accessible to the public.
   2. The tow company’s place of business shall provide a single point dispatch service which provides dispatch services 24 hours a day, 365 days a year.
   3. Provide outside storage for total of 10 vehicles.
   4. Provide inside storage for 2 vehicles.
   5. Provide storage area which is adequately secure against unauthorized entry.
   6. Permit only one towing business to be operated at any one business address.
6. **Each storage facility shall be posted with:**
   1. Company name.
   2. Address.
   3. Phone number.
   4. Regular business hours.
   5. Information for contact after regular business hours.
7. **Participating tow companies specifically also agree to the following terms:**
   1. To perform the requirements relating to tow companies listed above in this agreement.
   2. To charge the Registered Owner or Title Holder at the tow company’s “normal and customary” rates. Tow companies shall at all times maintain a current list of its normal and customary rates with the Central Point Police Department.
   3. To adhere to the Central Point Police Department’s Non-Preference Tow Rotation, it is understood that:
      1. If ECSO or the tow dispatching agent cancels the tow prior to their arrival for no fault of the tow company, the tow company will be eligible for the next tow request.
      2. If the tow company is unable to, or refuses to tow upon request, the tow company will not receive another tow request until the rotation returns to that company. Such inability or refusal to respond will result in a tow failure.
      3. Tow companies will respond to the scene for non-preference tow requests within 20 minutes, from the time of dispatch. If the tow company fails to respond within the 20 minute time frame, the request will be cancelled and another tow company dispatched. The company will not receive another tow request until the rotation returns to that company.
      4. Tow companies will allow vehicle occupants or registered owners to remove non-attached work related possessions prior to towing of the vehicle and make reasonable efforts to allow such removal at their storage facility.
      5. Tow companies will provide transportation or assistance with obtaining transportation for vehicle operators and passengers, if requested.
      6. Tow companies will adhere to the re-inspection requirements as set forth in OAR 257-050-0125.
      7. Tow companies will allow scheduled and unscheduled re-inspections of their facilities, trucks and equipment.
   4. To release all towed vehicles with a CPPD “Impound Form” only with the prior written approval of the Central Point Police Department.
   5. Grounds for suspension and revocation are as follows:
      1. An owner or employee of the tow business that commits a Violation or Traffic Crime under Oregon Law while in the performance of their duties or employment – may result in suspension or revocation.
      2. The owner or employee of the tow business violating the specific terms of this agreement, resulting in events that endanger the safety of persons involved, unprofessional behavior or tow charges above those noted on the tow company’s submitted list of normal and customary rates as required by this agreement – may result in suspension or revocation.
      3. An owner or employee of the tow business that commits a crime, other than a traffic crime, that is chargeable as either misdemeanor or felony – whether in the course and operation of business – or in performance of duties of employment – may result in suspension or revocation.
      4. Refusal to respond to valid tow requests – may result in suspension or revocation.
      5. Suspension or removal from the Jackson County Sheriff’s Department or Oregon State Police tow lists. Upon notification from either agency of a suspension or revocation, the CPPD Tow Program Manager will conduct an investigation into the circumstances that resulted into the action taken. If action by the tow company would also be a violation of this agreement and result in the same penalty, then the tow company will face the same suspension or revocation from the CPPD non-preference tow rotation list.
      6. Failure to allow scheduled or unscheduled inspections as required by OAR 257-050-0125.
      7. Uncorrected defects uncovered during inspections of the tow companies, their vehicles or equipment.
      8. Continued unprofessional behavior going against standards of decorum displayed by any representative of the tow business.
      9. Behavior of any representative of the tow business which leads to safety concerns for the public or CPPD personnel as determined by CPPD.
   6. The CPPD Tow Program Manager may suspend or remove a tow company from the tow rotation for violation of the terms of this agreement. The following suspension periods may apply:
      1. Any first violation may be suspension from the tow rotation for a period of not less than 30 days;
      2. Any second violation committed within a one-year period of the first violation may be suspension from the tow rotation for a period of not less than six months.
      3. Any third violation committed within a three year period from the time of the first violation may result in revocation of this agreement.
   7. The CPPD Tow Program Manager shall keep records of all violations and actions pursuant to this agreement in conjunction with any records kept and provided by ECSO or the approved tow dispatch company. Appeal of any action is first to the Lieutenant of the Community Engagement Division. Further appeals may be made to the Operations Bureau Chief and ultimately the Chief of Police.
   8. Neither notice of proposed suspension or termination nor termination shall act to relieve Contractor from any obligation to safeguard any vehicle in storage. Throughout the contract documents, the term "Contractor" shall include the selected tow companies, their officers, agents, and employees
   9. Tow company must maintain records of towed vehicles for which the information will be made available upon the request of the Central Point Police Department, Records Division, per ORS. At the minimum, this information will include:
      1. Is the vehicle still on the lot?
      2. If not, what is the disposition of the vehicle?
         1. Was the vehicle:
            1. Released to the vehicle owner, another person, insurance company, etc.?
            2. Sold at lien sale?
            3. Sold to auto crusher?
            4. Sold at auction, etc.?
         2. Specify name of person/company to whom the vehicle was released to, sold to, etc.
         3. On what date did this transaction take place?
   10. CPPD recognizes the possibility of unforeseen circumstances such as significant weather events, natural disaster, human caused events, etc., placing a burden on the tow businesses in the tow program which they cannot reasonably bear. CPPD reserves the right in these special circumstances to go beyond the tow rotation to meet the safety needs of the citizens of Central Point. Preference will be given to tow businesses actively participating in the tow program prior to contacting companies not participating.
   11. *Tow companies specifically acknowledge and agree that position and membership on the non-preference tow rotation list is not a “property right” or any other tangible benefit or right. Every effort will be made by CPPD and all participating tow companies to act in good faith as to the terms of this agreement, but in no event will CPPD endorse or tolerate conduct that reflects negatively on the image of CPPD – nor should the tow company expect CPPD employee conduct reflecting negatively upon them.*