

RESOLUTION NO. 5528-20

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH WASHINGTON COUNTY RELATED TO TOWING OF VEHICLES

WHEREAS, the City of Tualatin is an Oregon municipal corporation;

WHEREAS, Washington County, is a political subdivision of the State of Oregon;

WHEREAS, ORS 190 authorizes the City and Washington County to enter into an intergovernmental agreement and to delegate to each other authority to perform their respective functions as necessary;

WHEREAS, Washington County manages agreements with tow companies for the towing of vehicles; and

WHEREAS, the City wishes to utilize the services provided by the Washington County tow agreements.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUALATIN, OREGON, that:

Section 1. The City Manager is authorized to execute an Intergovernmental Agreement with Washington County, which is attached as Exhibit 1, and incorporated by reference.

Section 2. The City Manager is authorized to make administrative modifications to the Intergovernmental Agreement to fully implement its intent.

Section 3. This resolution is effective upon adoption.

Adopted by the City Council this 14th day of December, 2020.

CITY OF TUALATIN, OREGON

BY _____
Mayor

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
City Recorder

EXHIBIT 1 - RESOLUTION NO. 5528-20

INTERGOVERNMENTAL AGREEMENT BETWEEN WASHINGTON COUNTY, OREGON AND
CITY OF TUALATIN, OREGON RELATING TO TOWING AND ABANDONED/PARKING
VIOLATION RECREATIONAL VEHICLES REIMBURSEMENT PROGRAM

This Agreement is entered into by Washington County, a home-rule county and political subdivision of the State of Oregon (hereinafter "County"), and the City of Tualatin, a municipal corporation of the State of Oregon (hereinafter "City"), collectively, "the parties," pursuant to the authority granted in ORS Chapter 190.

WHEREAS, the County has the power and authority through ORS Chapter 819, *et seq.*, and its own Charter and ordinances to regulate towing of abandoned, parking violation or disabled vehicles, including but not limited to hazards, within the county limits; and

WHEREAS, the Washington County Sheriff's Office ("WCSO") is duly authorized under Oregon law to regulate the towing of vehicles, including, but not limited to motorhomes, boats or trailers, through towing policies, such as Tow Policy (1401-R01) and the Towing Procedures Manual; and

WHEREAS, in 2018, the County estimates approximately 4-5 abandoned/parking violation recreational vehicles, motorhomes, boats or trailers per month required disposal;

NOW, THEREFORE, pursuant to Washington County Ordinance Chapter 8.16 and Oregon statute, including but not limited to ORS Chapter 819, *et seq.*, the City and the County agree:

1. Recreational Vehicle defined. For the purposes of this Agreement, "recreational vehicle" is defined as set forth in ORS 650.300(16).
2. Abandoned/Parking Violation Vehicle Towing Services. For the term of this Agreement, the City agrees to reimburse tow companies \$500 for each abandoned/parking violation tow the City ordered that meets the reimbursement criteria. *See* Exhibit 1, reimbursement form, attached herein. Reimbursement shall be capped at a maximum number of tows per year, *see* Exhibit 2, Annual Cap Chart, attached herein. City shall be responsible for self-tracking the number of tows to meet the maximum annual cap and informing tow companies in the City tow area of that cap so tow companies can request reimbursement accordingly.
3. Tow Manual. The City, including all law enforcement agencies ("LEA") under the City's jurisdiction, will follow the Tow Manual, attached herein as Exhibit 3 ("Tow Manual"), available online at: <https://powerdms.com/public/WCOR/tree/documents/1679607> for all tows covered by this Agreement. The Tow Manual is subject to amendment and change; County agrees to provide updated or amended version to the City within seven (7) business days of formal approval to any amendments in writing, including but not limited to posting any new amendments to the Tow Manual online. The City further agrees to:
 - a. Follow and implement the Tow Manual's abandoned/parking violation tow dispatching criteria, including ensuring each tow company in the LEA's tow area is rotated. As required by the Tow Manual, tow companies are not allowed to pass on an abandoned/parking violation tow.

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- b. All LEA Deputies/Officers on scene must provide the tow desk with detailed information about the tow, including but not limited to the exact physical location of the vehicle to be towed, sufficient details of the vehicle to aid the tow company in locating the vehicle, the reason for the tow and any information regarding conditions or circumstances which might require special assistance or special equipment so the tow company can ensure they have the correct equipment/truck needed for the tow.
 - c. All LEA's must follow the same vehicle release guidelines per the Tow Manual and all towing polices, when a tow requires a vehicle release, as set forth in Exhibit 4 attached herein.
 - d. The Tow Coordinator will review and enforce violations of the Tow Manual and all other towing policies by LEA or City. Repeated failures by a party to meet Tow Manual requirements or other towing policies may be grounds for termination of this Agreement.
4. Termination Process. Either party may initiate a process to terminate this Agreement as follows:
 - Notice of Termination. If either party wishes to terminate this Agreement, they shall provide the other party with a 10-day written notice of intent to terminate the Agreement.
5. Duration. This Agreement is effective as of January 1, 2021, or upon authorization and signature by both parties, whichever is later. The term of this Agreement is for one year, ending on December 31, 2021. This Agreement may be renewed for additional terms upon written agreement of all parties.
6. Amendments. This Agreement may be amended at any time by mutual written agreement of the City, the Washington County Sheriff, and the Washington County Board of Commissioners.
7. Agreement Administration.
 - a. Agreement Administrators. The WCSO Criminal Records Manager or a designee and the City Police Chief or a designee shall serve as Agreement administrators to review Agreement performance and resolve operational problems.
 - b. Referral of Unresolved Problems. The WCSO Criminal Records Manager shall refer any police service operational problem, which cannot be resolved, to the City Police Chief. City and the WCSO Criminal Records Manager shall meet as necessary to resolve such issues.
 - c. Agreement Dispute Issues. Agreement dispute issues involving Agreement language interpretation, cost, and other non-operational matters shall be referred to the WCSO Criminal Records Manager and the City Police Chief for resolution.
 - d. Audits and Inspections. The records and documents with respect to all matters

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covered by the Agreement shall be subject to inspection, review or audit by County or City during the term of this Agreement and three years after termination.

8. Third Party Beneficiaries. County and City are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to any third party unless such person is individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

9. Written Notice. Any notice of change, termination or other communication having a material effect on this Agreement shall be upon the Sheriff for the County, and the Police Chief, Manager or Mayor for the City, and either hand-delivered or by certified or registered mail, postage prepaid. Except as provided in this Agreement, it is agreed that thirty (30) calendar days shall constitute reasonable notice for the exercise of any right in the event applicable law specifically requires such notice.

10. Governing Law. Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to the principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") shall be brought and conducted solely within the Washington County Circuit Court for the State of Oregon; provided, however that if a Claim is brought in a federal forum, it shall be brought and maintained within the United States District Court for the District of Oregon, Portland Division.

11. Force Majeure. Neither County nor City shall be held responsible for delay or default caused by COVID-19, fire, riot, acts of God, terrorism, or acts of war where such cause was beyond reasonable control.

12. Survival. The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

13. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, each of which shall constitute one and the same instrument.

14. Warranties. The parties represent and warrant they have the authority to enter into and perform this Agreement, and this Agreement, when executed, shall be a valid and binding obligation enforceable in accordance with its terms.

15. Entire Agreement and Waiver of Default. The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent

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breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval of the County, which shall be attached to the original Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the dates listed below.

WASHINGTON COUNTY

CITY OF TUALATIN

By: _____

By: _____

Name Printed: _____

Name Printed: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Legal Counsel for Washington County

Legal Counsel for City of Tualatin

Name Printed:

Name Printed:

Date: _____

Date: _____

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EXHIBIT 1



SHERIFF
WASHINGTON COUNTY

CONSERVING THE PEACE THROUGH VALUES DRIVEN SERVICE / SHERIFF PAT GARRETT

Abandoned/Parking Violation RV Disposal Reimbursement Request

Tow Company: _____

Date request submitted: _____

Vehicle license plate or VIN: _____

Date of tow: _____

Include the following documentation with your request:

- Receipt showing cost of disposal exceeded \$500**
- Copies of DMV vehicle ownership information**
- Copies of notification(s) sent to vehicle owner**
- Photos of vehicle**
- Photos of garbage/hazardous materials (when applicable)**

Description of garbage or hazardous materials:

Law Enforcement Agency Use Only:

- Confirmed vehicle was towed by my agency.
- Receipt showing cost of disposal exceeded \$500 was provided.
- Copies of DMV vehicle ownership information was included.
- Copies of correspondence attempts sent to vehicle owner was included.
- Photos of vehicle were provided.
- Photos including garbage/hazardous materials were provided (when applicable).

Upon review, request is:

- Approved and submitted for \$500 payment on _____
- Denied due to: _____

Request reviewed by: _____ Date: _____

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EXHIBIT 2

ANNUAL CAP CHART

AGENCY	MAXIMUM CAP ON ANNUAL REIMBURSEMENT	MAXIMUM CAP ON ANNUAL TOWS
Banks PD	\$500	1
Beaverton PD	\$12,500	25
Cornelius PD	\$1,500	3
Forest Grove PD	\$1,000	2
Gaston PD	\$500	1
Hillsboro PD	\$10,000	20
King City PD	\$500	1
North Plains PD	\$1,000	2
Sherwood PD	\$500	1
Tigard PD	\$4,000	8
Tualatin PD	\$3,000	6
WCSO	\$15,000	30

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EXHIBIT 3
(TOWING MANUAL)

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EXHIBIT 4

VEHICLE RELEASE REQUIREMENTS		
Type of Tow	Release Required	Documents Required for Police Release
DUII ORS 813.010	Yes	Proof of ownership, insurance, valid Driver's License (DL)
Driving Uninsured ORS 806.010	Yes	Proof of ownership, insurance, valid DL
Driving while Suspended or Revoked (DWS/DWR) ORS 811.175 or 811.182	Yes	Proof of ownership, insurance, valid DL
Operating without driving privileges or in violation of license restrictions ORS 807.010	Yes	Proof of ownership, insurance, valid DL
Other applicable City or County Ordinance*	Yes	Proof of ownership, insurance, valid DL
Property Release	Yes	**See Below
Evidence	Yes	Refer individual to law enforcement agency.
Illegal Parking or Parking in Handicap Spot ORS 810.430 or 811.620	No	N/A
Abandoned	No	N/A
Hazard or No Hold Collision or Disabled Motorist	No	N/A
Stolen Vehicle	No	N/A

*Ordinance: There are other applicable ordinances in cities throughout Washington County which allow for towing. When applied, the officer should indicate that the tow is an “ordinance” tow.

****Requests for PROPERTY from a Towed Vehicle:** If subject wishes to *remove* property from the vehicle (where a vehicle release would be required if subject was claiming the vehicle), a property release is required. The person requesting the property must provide proof of ownership, or provide a copy of a citation which shows they were in the vehicle at the time it was towed and are entitled to property which is inside the vehicle). There is no fee from the agency to obtain the release, but a gate fee may be charged if after business hours. If a person makes an after-hours appointment which authorizes a gate fee, the tow firm will not charge a second gate fee if the person obtains a vehicle release from the Sheriff’s Office and returns to pick up the vehicle within one hour. (NOTE: If a person has a vehicle release, they may use it as a property release only should they decide not to retrieve the vehicle).

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Note: Insurance agent may view or photograph the vehicle showing proof of agent identification during business hours or gate fee may be charged.