CITY OF HOUSTON CONTRACT NUMBER _____

TEXAS DEPARTMENT OF LICENSING AND REGULATION NUMBER _____

POLICE-AUTHORIZED TOW SERVICE AGREEMENT

This Agreement is made and entered into by and between the City of Houston, Texas, a home rule municipality of the State of Texas, principally situated in Harris County ("the City") and the Tow Operator ("Operator"), identified below.

RECITALS:

1. Section 8-126 of the Code of Ordinances, Houston, Texas, ("City Code Provisions') authorizes the Police Chief of the Houston Police Department ("Police Department") to execute agreements for police authorized tows by tow operators.

2. The Operator desires to provide auto wrecker services to the City of Houston and will pay to the Auto Dealers Detail of the Police Department ("Auto Dealers Detail") a nonrefundable annual administrative fee as authorized in section 8-126(c) of the City Code Provisions and specified in the City of Houston fee schedule for each auto wrecker operated under this Agreement.

3. The Operator holds a tow truck license issued by the Texas Department of Licensing and Regulation for each auto wrecker servicing this Agreement and has provided a listing of said auto wreckers and the zone in which each auto wrecker will be operated hereunder to the Auto Dealers Detail on a form approved by the Police Chief.

4. The Operator has provided and agrees to maintain the insurance coverage authorized by section 8-126(e) (2) of the City Code Provisions and this Agreement. Operator shall provide proof of insurance to Auto Dealers Detail.

5. The Operator has a business relationship with one or more police private storage lots to accept for storage vehicles towed pursuant to this Agreement within each zone. This relationship is evidenced on a form approved by the Police Chief identifying each storage lot that will be utilized in servicing this Agreement and provided to Auto Dealers Detail.

6. Operator agrees to provide the same towing services to other City of Houston departments as authorized by applicable state law or City Code Provisions.

THEREFORE, in consideration of the premises and the covenants hereinafter set forth, the City of Houston and the Operator mutually agree as follows:

I. IDENTITY OF WRECKER SERVICE, OPERATOR AND AGENTS

1.01 The auto wrecker service is known as:

_____

(Name under which the auto wrecker service operates)

and is hereinafter referred to as the "auto wrecker service" and is operated from:

_____

_____

(Physical street address of the wrecker service)

1.02 The "Operator" who owns the auto wrecker service is: _____

_____

The Operator is (Check one, as applicable):

a. ☐ a sole proprietorship.

b. ☐ a general partnership.

c. ☐ a limited partnership.

d. ☐ a corporation.

e. ☐ a limited liability company.

f. ☐ a limited liability partnership.

g. ☐ an ownership interest in a business that is equivalent to a fair market value of more than 20%.

Evidence of the ownership of the auto wrecker service is provided to Auto Dealers Detail in one of the following [1] assumed name certificate if a proprietorship, [2] partnership agreement disclosing the names of all general or limited partners if a partnership, or [3] articles of incorporation and certificate from the corporate secretary setting forth the names of all officers and all persons owning twenty percent (20%) or more of the outstanding stock if a corporation), or [4] the membership agreement if an LLC.

1.03 The publicly listed telephone number for the auto wrecker service at which the Operator or his employee or agent may be reached is: _____.

II. POLICE AUTO WRECKER DESIGNATION

2.01 Code of Ordinances

a. The Operator represents that he is familiar with the provisions of Article III of Chapter 8 of the Code of Ordinances of Houston, Texas, as amended, ("City Code Provisions") which are hereby incorporated into and made a part of this Agreement by reference.

b. The Operator agrees to comply with the said City Code Provisions and the other terms and conditions of this Agreement in providing auto wrecker services. It is expressly understood and agreed that any City Code Provisions amendments hereafter adopted by the City Council of the City of Houston, Texas, will become part of this Agreement by reference upon their effective date. It shall be the obligation of the Operator to take notice of such amendments by virtue of their adoption, and the City shall not be obligated to provide any personal notice of such amendments to the Operator.

2.02 Fees

a. The Operator shall charge no fees for servicing a police scene in excess of the fees authorized under City Code Provisions for nonconsent tows. Further, the Operator shall not obligate the owner of a vehicle removed from a police scene and placed in storage to pay any fees in excess of those authorized for a vehicle delivered to a state licensed vehicle storage facility without the consent of the vehicle owner. Under no circumstances will a vehicle owner be charged a fee of any type in excess of the fees applicable to nonconsent tows.

b. Operator agrees to maintain the ability to accept and process at least two major credit cards issued by any two of the following: VISA, MasterCard, American Express, and Discover Card. All credit transactions shall reflect the Operator's name as payee. If operator's driver is not able to take a credit card payment, the driver shall inform the officer on scene and shall not be permitted to tow. Operator may accept payments from mobile application based or online payment services such as Zelle, Cash App or Venmo as an additional payment option.

c. Upon the initial submission of this agreement, Operator shall provide adequate proof of a merchant account or the ability to process credit card payments.

2.03 Zones

a. Operator shall choose one specific zone for each auto wrecker that is to be utilized by the Operator to perform police-authorized tows. Operator shall not allow an auto wrecker to tow any vehicle outside of the approved zone or from a freeway, except when authorized by the Police Department or other City of Houston Department pursuant to applicable state law or City Ordinance. No tow hereunder shall exceed a maximum distance of 20 miles unless the tow destination is located within the zone. Violation of this provision is grounds for revocation of this Agreement.

b. Operator agrees that in the event City redraws the zones for auto wreckers during the term of this Agreement, operator shall choose one specific zone from the revised service areas. Thereafter Operator shall only perform police authorized tows in the new zone.

2.04 It is expressly understood that this Agreement does not constitute any promise or obligation by the City to cause any vehicle to be towed by the Operator.

2.05 Insurance

a. Risks and Limits of Liability. Operator shall maintain the following insurance coverages in the following amounts:

COVERAGE	LIMIT OF LIABILITY
Workers' Compensation	Statutory for Workers' Compensation
Cargo on Hook Coverage or equivalent	$100,000

Automobile Liability	$1,000,000 combined single limit per occurrence
Aggregate Limits are per 12-month policy period unless otherwise indicated.	

b. Insurance Coverage. At all times during the term of this Agreement and any extensions or renewals, Operator shall provide and maintain insurance coverage that meets the Agreement requirements. Prior to beginning performance under the Agreement, at any time upon the Police Chief's request, or each time coverage is renewed or updated, Operator shall furnish to the Auto Dealer's Detail current certificates of insurance, endorsements, all policies, or other policy documents evidencing adequate coverage, as necessary. Operator shall be responsible for and pay: (i) all premiums; and (ii) any claims or losses to the extent of any deductible amounts. Operator waives any claim it may have for premiums or deductibles against the City, its officers, agents, or employees.

c. Form of Insurance. The form of the insurance shall be approved by the Auto Dealers Detail; such approval (or lack thereof) shall never: (i) excuse non-compliance with the terms of this Section; or (ii) waive or estop the City from asserting its rights to terminate this Agreement. The policy issuer shall: (i) have a Certificate of Authority to transact insurance business in Texas; or (ii) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+, and a Best's Financial Size Category of Class VI or better, according to the most current Best's Key Rating Guide.

d. Required Coverage. The City shall be an Additional Insured under this Agreement, and all policies, except Worker's Compensation, shall explicitly name the City as an Additional Insured. The City shall enjoy the same coverage as the Named Insured without regard to other Agreement provisions. Operator waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, and each of Operator's insurance policies must contain coverage waiving such claim. Each policy, except Workers' Compensation, must also contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement. All certificates of insurance submitted by Operator shall be accompanied by endorsements for: (i) Additional Insured coverage in favor of the City for Automobile Liability policies; and (ii) Waivers of Subrogation in favor of the City for Automobile Liability and Workers' Compensation. The Police Chief will consider all other forms on a case-by-case basis.

e. *Notice.* *OPERATOR SHALL GIVE 30 DAYS' ADVANCE WRITTEN NOTICE TO THE AUTO DEALER'S DETAIL IF ANY OF ITS INSURANCE POLICIES* **ARE CANCELED OR NON-RENEWED**. Within the 30-day period, Operator shall provide other suitable policies in order to maintain the required coverage. If Operator does not comply with this requirement, the Auto Dealers Detail, may immediately suspend Operator from any further performance under this Agreement or terminate for default.

f. Other Insurance. If requested by the Police Chief, Operator shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Operator's operations under this Agreement.

2.06 It is expressly understood that each auto wrecker servicing this Agreement must meet the following minimum requirements:

a. The chassis cab will be rated at no less than one ton by the manufacturer and will be equipped by said manufacturer with dual wheels and tires at each end of the rear axle.

b. The auto wrecker will have a light bar that conforms to state law.

c. The auto wrecker will be equipped with wheel dollies, except on flatbed-type wreckers

d. The auto wrecker will carry at all times:

1) Three flares or three bidirectional triangles, each of which shall be capable of being seen and distinguished at a distance of not less than 600 feet under normal conditions at nighttime.
2) One broom of a type designed for pushing with an 18-inch head and a handle of not less than 36 inches.
3) No less than five gallons of dry sand or other absorbent that is at least as effective as sand in absorbing liquid.
4) A box or bucket to carry glass and debris cleaned from streets when picking up a wrecked vehicle.
5) One flat-edged shovel of at least nine inches, with a handle of not less than 36 inches.
6) One wrecking bar of not less than 36 inches in length with a wedge head.
7) Fire extinguisher, at least one 10 pound or two 5-pound multiple purpose fire extinguisher(s), in good working condition.
8) Magnetic tow lights with appropriate cable (unless wireless) and cushions to protect a vehicle's finish.
9) Safety (mud) flaps no more than 8 inches from the surface.

e. The name of the auto wrecker service listed in Section 1.01 shall be listed on the left and right front doors in contrasting colors. No other business names shall be listed on the front doors.

f. All tires on a wrecker and its dollies shall have a tread groove pattern depth of at least 2/32 of an inch when measured in a major tread groove. The measurement shall not be made where tie bars, humps, or fillets are located. Tires should also be free of cracks, bulges or cuts, sidewall damage and irregular wear.

2.07 Each auto wrecker shall be inspected at the Operator's expense by a state-approved vehicle inspection facility. The inspection service provider shall certify in writing that the vehicle meets minimum manufacturer's performance standards as applicable to the specific vehicle and components being tested. Such inspections shall be performed not less than 30 days prior to the execution of this Agreement and at least annually thereafter, during the term of this Agreement. Proof of current registration for each wrecker servicing this Agreement shall be delivered to Auto Dealer's Detail. Such registration shall not expire within 30 days of submission of this Agreement.

2.08 Each auto wrecker authorized to provide nonconsent tows under this Agreement shall display a medallion issued by the Police Department. The medallion shall be the property of the City and must be returned to the Police Department on termination of this Agreement. Replacement of a lost or stolen medallion requires a Police Department offense report and payment of a replacement fee as listed in the City of Houston fee schedule. The medallion must be elevated to the highest point of the cab facing to the rear, visible at all times, and illuminated by a white

light. Medallions are assigned to a specific wrecker and may not be transferred between wreckers without the approval of the Auto Dealers Detail. Medallions found on unauthorized wreckers shall be seized. Medallions must be mounted with common mounting hardware, and removal tools shall be kept in the wrecker at all times. Any damage to a wrecker caused by the removal of a medallion shall be the responsibility of Operator. No drilling, modification or attaching other items to the medallion shall be done without the approval of the Auto Dealers Detail.

2.09 Operator shall ensure that each driver provides the motorist with a copy of the "Motorist Bill of Rights" in a form prescribed by the Police Chief, which shall include wording relating to rights of individual motorist in regard to police authorized tows. A copy of the Motorist Bill of Rights is on file with Auto Dealers Detail.

III. TERM AND TERMINATION

3.01 The term of this Agreement shall commence upon Countersignature Date by the City Controller and expire July 31, 2031, unless sooner terminated or suspended pursuant to the provisions of this Agreement.

3.02 The Police Chief may extend the term so long as each extension does not exceed 180 calendar days. The extensions must be in writing but do not require amendment of this Agreement.

3.03 The Operator may terminate this Agreement, without cause, upon written notice to the City of Houston.

3.04 The Police Chief may terminate this Agreement, without cause, at any time by giving 30 days' written notice to Operator. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies, which exist now or in the future.

3.05 In the event of the termination, suspension, revocation, or cancellation of the state license issued to any of the Operator's auto wreckers servicing this Agreement, this Agreement shall be automatically suspended contemporaneously therewith and without notice. Upon restoration of such auto wrecker license, the Agreement may be reinstated upon payment of the annual fee for each auto wrecker license restored.

3.06 Operator agrees to maintain all insurance coverages required under Section 2.05, above, at all times during the term of this Agreement. In the event of the termination or cancellation of any insurance required in Section 2.05 on any of the Operator's auto wreckers servicing this Agreement, this Agreement shall be automatically suspended contemporaneously therewith and without notice. Upon restoration of such insurance, the Agreement may be reinstated upon payment of the annual fee for each auto wrecker for which insurance is restored.

3.07 Effective as of 11:59 o'clock p.m. on the date of termination or expiration of this Agreement, the Operator shall not tow any vehicle from Houston Police Department scenes. However, this Agreement shall survive its expiration or termination and shall continue to be applicable for any vehicle whose towing commenced prior to its expiration or termination. All medallions shall be returned to the Police Department.

IV.STATE REGULATIONS

4.01 To the extent of any difference in terms between the Act or any valid and applicable Rule or Regulation adopted thereunder from time to time by the Texas Department of Licensing and Regulation and the terms and provisions of this Agreement, the more restrictive shall apply.

However, no provision of this Agreement shall be construed to obligate the Operator to violate the Act or any valid and applicable Rule or Regulation adopted thereunder. The Operator and the City acknowledge that they are not aware of any situation in which compliance with this Agreement will cause the Operator to violate the Act or any valid and applicable Rule or Regulation adopted thereunder. In the event that such a situation should arise, the Operator shall discontinue auto wrecker service operations hereunder and notify the Police Chief thereof in writing; the giving of such notice shall terminate this Agreement unless it is revived and amended by mutual written agreement of the City and the Operator.

IV. NOTICES

5.01 Any notice that is required or permitted to be given by the City to the Operator hereunder may be mailed to the Operator by Certified U. S. Mail, return receipt requested, postage prepaid, addressed to:

_____

_____

_____

or may be given by personal delivery to the Operator or any of his agents or employees at the following local address:

_____

_____

_____

5.02 Any notice that is required or permitted to be given by the Operator to the City or to the Police Chief hereunder may be mailed to the City by United States Postal Service Certified Mail, return receipt requested, postage prepaid, addressed to:

Lieutenant in Command Auto
Dealers Detail Houston
Police Department
P. O. Box 3408
Houston, Texas 77253-3408 or

may be given by email to: hpd.autodealers@houstontx.gov

or may be given by personal delivery to:

Lieutenant in Command
Auto Dealers Detail
Houston Police Department
1002 Washington, Basement Level
Houston, Texas 77002

5.03 Notices mailed as above shall be deemed given on the third regular postal delivery day after the date of their deposit in the United States Postal Service. Notices delivered by personal delivery shall be deemed given upon their delivery.

5.04 Either party may change its address for notice upon written notice to the other party hereto.

V. GENERAL

6.01 The rights herein granted to the Operator and the obligations herein assumed by the Operator shall be personal to the Operator and shall only apply to the auto wrecker service identified in Article I, above. Operator shall not assign, subcontract or lease any auto wrecker servicing this Agreement to any driver or other person or entity without the prior written approval of the Police Chief. This Agreement shall terminate upon any attempted assignment, subcontract, lease or other subletting of any obligation assumed hereunder in any manner unless the Police Chief has given prior written approval therefor. This Agreement shall also terminate upon any attempted sale of the auto wrecker service or any interest therein (including, but not limited to, the conveyance of any partnership interest, if a partnership, or the cumulative transfer of ten percent (10%) or more of the outstanding stock, if a corporation or membership if a LLC) unless the Police Chief has given prior written approval therefor.

6.02 Operator agrees not to have any final unpaid civil judgments (including those issued by the State of Texas) related to Operator's auto wrecker service business or any wrecker business previously owned by Operator. Operator agrees to notify the Houston Police Department Auto Dealers Detail if any administrative, civil, or criminal action is initiated against Operator or the auto wrecker service.

6.03 This Agreement, inclusive the of the recitals, documents incorporated herein by reference, constitutes the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed, and it may only be amended by instrument of equal dignity hereto executed by both parties. The Police Chief shall have the authority to execute amendments for the City. All documents incorporated by reference shall be kept on file in the offices of Auto Dealers Detail.

6.04 This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for any disputes relating in any way to this Agreement shall lie exclusively in Harris County, Texas.

6.05 The Operator agrees that any nonconsent tows to a Police Department Impound ordered by the Police Department for crime scene processing and then towed to a storage lot shall be considered a single tow.

6.06 Operator acknowledges and understands that the City shall not be obligated to pay any fees or other consideration to Operator for the purpose of this Agreement. The only consideration the Operator shall receive are the fees it collects for services to the vehicle owners.

6.07 The Operator agrees to notify the Police Department in writing within 2 business days of any change in the information required by this Agreement or contained in the documents required

by this Agreement to be filed by Operator with Auto Dealers Detail. Only those auto wreckers listed in the records of the Police Department and covered by insurance required under this Agreement and applicable State law may provide towing services under this Agreement, and each auto wrecker may provide such services only in its dispatch zone.

6.08 DRUG-FREE WORKPLACE COMPLIANCE

Operator shall maintain a drug-free workplace and ensure that its employees, agents, and subcontractors engaged in the performance of work on this Agreement are free from the unlawful use, possession, distribution, or manufacture of controlled substances and alcohol while on duty or on City premises. The requirements and terms of City of Houston Executive Order 1-31, as revised from time to time, relating to drug-abuse deterrence for City contractors, are incorporated into this Agreement for all purposes. Operator agrees it has reviewed Executive Order No. 1-31, as revised, and will comply with it.

6.09 The Operator agrees not to employ or allow any person to continue to be employed as a wrecker driver servicing this Agreement who has been the operator of an auto wrecker service for which an Agreement with the city has been terminated for cause within the five (5) year period preceding the effective date of this Agreement.

6.10 The Operator agrees not to employ or allow any person to continue to be employed as a wrecker driver servicing this Agreement who does not have a valid wrecker driver identification issued by the Police Department. Issuance of this identification requires completion of an application form prescribed by the Police Department and:

a. A valid Texas driver's license issued by the Department of Public Safety;

b. A valid tow operator's license issued by the Texas Department of Licensing and Regulation;

c. Payment of a nonrefundable annual administrative fee to the Auto Dealers Detail, as authorized by the City Fee Schedule;

d. Proof of the following:

1) Wrecker driver has taken and passed a drug test at the driver's or Operator's expense at a laboratory certified by the Federal Department of Health and Human Services within thirty (30) days preceding the execution of this Agreement or employment of wrecker driver by Operator.

2) Wrecker driver takes and passes such a drug test on an annual basis during the term of this Agreement.

3) Copies of all drug test reports subsequent to the initial test report shall be delivered in person or mailed by the applicant to Auto Dealers Detail as specified in Section 5.02 of this agreement or by email directly from the testing laboratory to hpd.autodealers@houstontx.gov.

e. For the initial application, proof that the wrecker driver has completed a defensive driving course approved by the Texas Department of Licensing and Regulation within the preceding 12 months;

f. Approval of the wrecker driver by the Police Department based on the criteria set forth under Section 7.03 of this Agreement.

6.11 Operator agrees to require each wrecker driver servicing this Agreement to publicly display the wrecker driver identification card issued by the Police Department and have a TDLR wrecker license in their possession. The wrecker driver identification card shall match Operator's name

on the auto wrecker. The identification card is property of the City and must be returned immediately to the Police Department on demand. Replacement of a lost or stolen identification card requires a police offense report and payment of a replacement fee according to the city fee schedule. In the event a wrecker driver's employment with Operator is terminated, for any reason, Operator agrees to return the departing employee's wrecker driver identification card to the Police Department within seven (7) days after employee's last day. In the event Operator is notified of the suspension or revocation of an employee's wrecker driver identification card, Operator agrees to return said identification card to the Police Department within seven (7) days of notification or upon request by the Auto Dealers Detail. Failure by the Operator to surrender a previously issued identification card will be treated by the Police Department as a lost or stolen card, and no new card will be issued to the wrecker driver until an offense report is completed and payment of the replacement fee is made.

6.12 Operator agrees to prohibit any person, other than the holder of a wrecker driver license or trainee license issued by the Police Department, from occupying the passenger compartment of an auto wrecker responding to a police scene. This restriction does not apply to the occupants of a vehicle that is subsequently towed from a police scene.

6.13 The Operator agrees to mark each auto wrecker used to service this Agreement with the Texas Department of Licensing and Regulation registration number on the left and right front fenders.

6.14 The Police Chief or any member of the Police Department that he may designate shall have the right to inspect the auto wrecker service records relating to vehicles towed pursuant to this Agreement. Access to the records shall be provided during normal business hours. In the event no one with access to the records is present, Operator shall ensure that records are made available within one hour of request.

6.15 All records relating to towing of vehicles pursuant to this Agreement shall be maintained by the Operator at the Operator's business address for a period of two (2) years. All records, including computer source data for those records, will be subject to inspection and copying. All records shall be kept in a manner prescribed by the Police Department and shall be kept in a controlled environment, free of insects, rodents, rodent excrement, and water damage.

6.16 It is expressly understood and agreed that the telephone number listed in Section 1.03 shall be available through an internet search for the business name and street address specified in Section 1.01. The hours of operation shall also be included in search results. The telephone service shall be capable of recording messages. Operator shall review and return messages within 2 hours.

6.17 It is expressly understood and agreed that in accordance with Section 8-123 of the City Code Provisions, no fees other than or in excess of those provided by ordinance may be charged for any vehicle towed at the direction of a police officer.

6.18 It is expressly understood and agreed that any vehicle towed at the direction of a police officer shall be delivered as specified in the wrecker slip issued under Section 8-116(a) of the City Code Provisions, to the location specified on the wrecker slip without delay and may not be redirected except as authorized in Section 8-116(b) of the City Code Provisions. In the event the address on the wrecker slip is the address of a storage facility and an automotive repair facility, the vehicle shall be delivered to the storage facility located at the address.

6.19 It is expressly understood and agreed that the Operator will report the employment or termination of each wrecker driver servicing this Agreement to the Auto Dealers Detail via email or phone call within two (2) business days. Wrecker drivers shall be licensed pursuant to Article III,

Division 2, Subdivision B of Chapter 8 of the City Code Provisions.

6.20 **a.** Release.

THE OPERATOR, ITS PREDECESSORS, SUCCESSORS AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE THE CITY OF HOUSTON, ITS PREDECESSORS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, AND ITS FORMER, PRESENT, AND FUTURE AGENTS, EMPLOYEES, AND OFFICERS FROM ANY LIABILITY ARISING OUT OF THE SOLE AND/OR CONCURRENT NEGLIGENCE OF THE CITY OF HOUSTON FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR PROPERTY WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF THE WORK PERFORMED UNDER THIS AGREEMENT.

b. Indemnification.

OPERATOR COVENANTS AND WARRANTS THAT IT WILL PROTECT, DEFEND, AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES, (COLLECTIVELY, THE "CITY") FROM ANY AND ALL THIRD PARTY CLAIMS, DEMANDS, AND LIABILITY, INCLUDING DEFENSE COSTS RELATING IN ANY WAY TO DAMAGES, CLAIMS, OR FINES ARISING BY REASON OF OR IN CONNECTION WITH OPERATOR'S ACTUAL OR ALLEGED NEGLIGENCE OR OTHER ACTIONABLE PERFORMANCE OR OMISSION OF THE OPERATOR IN CONNECTION WITH OR DURING THE PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT. OPERATOR FURTHER EXPRESSLY COVENANTS AND AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY FROM ALL CLAIMS, ALLEGATIONS, FINES, DEMANDS, AND DAMAGES RELATING IN ANY WAY TO THE ACTUAL OR ALLEGED JOINT AND/OR CONCURRENT NEGLIGENCE OF THE CITY AND OPERATOR, WHETHER OPERATOR IS IMMUNE FROM LIABILITY OR NOT.

IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED HEREIN IS AN AGREEMENT BY THE OPERATOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CITY'S OWN NEGLIGENCE WHERE SAID NEGLIGENCE IS AN ALLEGED OR ACTUAL CONCURRING PROXIMATE CAUSE OF ANY ALLEGED THIRD-PARTY HARM.

THE INDEMNITY PROVISION PROVIDED HEREIN SHALL HAVE NO APPLICATION TO ANY CLAIM OR DEMAND WHERE BODILY INJURY, DEATH, OR DAMAGE RESULTS ONLY FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH ANY FAULT OF THE OPERATOR.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIABILITY OF THE OPERATOR UNDER THIS INDEMNITY PROVISION SHALL NOT EXCEED $500,000 PER OCCURRENCE.

6.21 Operator shall ensure that all drivers servicing this Agreement complete any training mandated by the Auto Dealers Detail Unit.

6.22 Operator shall comply with the Federal Reporting Requirements stipulated in the National Motor Vehicle Title Information System issued by the Department of Justice, wherein Operator shall report all junk and salvage vehicles that it purchases from a private party, takes possession of in lieu of towing or storage cost or sells at auction.

6.23 Operator agrees that each wrecker driver servicing this Agreement shall be able to read and

speak the English language sufficiently to communicate effectively with citizens, dispatchers and first responders, to understand highway traffic signs and signals, to respond to official inquiries and to make entries on reports and records.

6.24 Operator agrees and acknowledges that each wrecker driver servicing this Agreement shall be an employee as defined by Texas Workforce Commission and not an independent contractor for all purposes. Operator shall maintain employee payroll records for three (3) years and make the records available for inspection by the Auto Dealers Detail within two (2) working days.

6.25 After this Agreement is executed and prior to the issuance of wrecker medallions, Operator shall meet with Auto Dealers personnel to discuss the terms of the Agreement and the obligations contained therein.

6.26 Operator acknowledges that the Police Department will transition to an electronic GPS-based system for dispatching auto wreckers to police scenes, which will require the installation of an automated vehicle locating ("AVL") system on all auto wreckers. Operator agrees to be bound by all rules and regulations promulgated by the Police Department for such a system. Operator shall require all wrecker drivers servicing this agreement to abide by all rules and regulations and attend any training mandated by Auto Dealers for the dispatching of auto wreckers to police scenes. Any attempt to circumvent the GPS dispatch system, including tampering with the AVL system, will result in the termination of this Agreement.

VI. STANDARDS OF CONDUCT

7.01 Operator agrees to conduct towing operations with honesty, trustworthiness, and integrity and shall ensure that all wrecker drivers servicing this Agreement are held to that standard. The Operator shall provide quality customer service in an attempt to minimize complaints and resolve disputes. Operator agrees to provide all documents pertaining to a particular tow or incident to an Auto Dealers Detail officer upon request. Operator shall make all employees available in a timely manner to any Auto Dealers Detail employee upon request.

7.02 Operator acknowledges that Operator is ultimately responsible for the conduct of all wrecker drivers servicing this agreement. Operator shall ensure that all wrecker drivers are aware the following conduct is prohibited:

a. Arguing with a police officer or in any way interfering with the duties of a police officer;
b. Intentionally or recklessly causing personal injury or property damage;
c. Operating overhead emergency lights while driving on a public street;
d. Disobeying traffic control devices;
e. Entering any vehicle in order to facilitate a nonconsent tow without the permission of a police officer;
f. Being verbally or physically offensive, abusive, intimidating, disrespectful or discourteous to any customer, motorist, officer, or other wrecker driver;
g. Operating a wrecker in a careless, reckless, or negligent manner;
h. Requiring an owner, owner's agent, or driver to sign any document other than a tow ticket;
i. Transferring a nonconsent tow to a wrecker driver from another tow company not listed on the HPD wrecker slip without the approval of the authorizing police officer;
j. Posting photos or videos from police scenes or of nonconsent tows on social media without the permission of the vehicle owner or the Auto Dealers Detail;
k. Completing any portion of the HPD wrecker slip except the signature and license number;
l. Performing tows on a major freeway without a valid Tow and Go (or successor program) license unless summoned by a law enforcement officer via general broadcast over police radio or GPS-based dispatch system;

m. Refusing to submit to an inspection of an auto wrecker by a law enforcement officer.

7.03 Operator shall ensure its wrecker drivers adhere to the following requirements:

a. Displaying a valid city wrecker driver license and having a TDLR identification card in their possession at all times while on a police scene;
b. Cleaning the street off and disposing of all debris after a motor vehicle accident before leaving the police scene;
c. Obeying all lawful commands of a police officer, including commands to leave a police scene;
d. Ensuring the exterior and interior of the auto wrecker is clean and in good repair;
e. Ensuring the auto wrecker has the equipment required by Section 2.04 and is available for inspection by any police officer regardless of the location of the auto wrecker;
f. Using only proper forms to document a non-consent tow
g. Complying with all continuing education requirements;
h. Providing the Motorist Bill of Rights to the driver or if the driver is unavailable it may be left in the vehicle or with another occupant.

7.04 If a wrecker driver is arrested, charged, indicted, or convicted of any criminal offense, the Operator shall notify the Auto Dealers Detail immediately via telephone.

7.05 Operators shall comply with and require wrecker drivers to comply with the following clothing requirements:

a. A Class 3, Level 2 reflective vest, shirt, or jacket meeting the ANSI/ISEA requirements for high visibility safety apparel must be worn at all times while working outside of the tow truck; the name of the wrecker company must be printed or permanently affixed on the front of the shirt or vest in contrasting print;
b. Closed Toe Shoes;
c. Must be well groomed and wearing a clean uniform.

7.06 Operator agrees that an officer in the Auto Dealers Detail shall resolve all disputes between Operator's auto wrecker drivers relating to the right to tow a vehicle. Failure of a wrecker driver to comply with decision of the officer shall be grounds for temporary suspension of the wrecker driver's identification card for a period not to exceed five calendar days. Additionally, violations of this Agreement or any city, state, or federal statute or administrative rule, including equipment or safety violations, by Operator or wrecker driver shall be grounds for temporary suspension of a wrecker driver or seizure of a medallion by an Auto Dealers Detail officer for a period not to exceed five calendar days or until the equipment/safety violations are remedied.

7.07 Operator acknowledges that if a wrecker driver has an invalid TDLR tow license or Texas driver license, his or her City of Houston wrecker license is immediately invalid and shall be confiscated by the Auto Dealers Detail. When the wrecker driver obtains a valid TDLR tow license or Texas driver license, the City of Houston wrecker license shall be returned. Any tow fees assessed to a vehicle owner as the result of a tow by an unlicensed wrecker driver shall be reimbursed by Operator to the vehicle owner.

SIGNATURES Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

OPERATOR

By: _____

_____
(Print or type name)

_____
(Title)

***ATTEST** (if a corporation)*

By: _____
Corporate Secretary

CITY OF HOUSTON

By: _____
J. Noe Diaz, Jr., Chief of Police

COUNTERSIGNED

By: _____
Chris Hollins, City Controller

DATE OF COUNTERSIGNATURE: _____

POLICE – AUTHORIZED TOW SERVICE AGREEMENT (PATSA)

Contract Information Checklist

The Auto Dealers Detail has compiled this checklist to assist you in the completion of your contract. The following are guidelines to help you in having your contract reviewed and approved in an efficient and timely manner:

- Please complete the contract thoroughly and make sure all the attached documents are of good quality.
- Make sure that the business name is consistent throughout the contract and the same name appears on all your attached documents, including insurance documents.
- If any document has an expiration date within 30 days of the contract submittal date, such as insurance, vehicle registration or inspection, you will need to have that document updated because this contract will take approximately three weeks to be evaluated and approved by various departments.
- One (1) copy of the Agreement should be filled out and executed and include all necessary supporting documents.

Exhibit A

- List each wrecker that will service this Agreement, including the zone in which they will operate.
- Include a copy of the State vehicle registration.
- Include a copy of the company's Texas Department of Licensing and Regulation (TDLR) license.
- Include a copy of each wrecker's TDLR Cab Card.

Exhibit B

- Automobile Liability Insurance - $1,000,000 combined single limit per occurrence.
- Cargo on Hook or equivalent - $100,000 per vehicle.
- Worker's Compensation Insurance (Not required for sole proprietorship or single member/driver LLC)
- All vehicles listed on Exhibit A shall be listed on the insurance policy.
- All policies (except Worker's Compensation) shall name the City as an additional insured.

The PATSA requires the operator to ensure that each wrecker driver servicing this Agreement shall be an employee as defined by the Texas Workforce Commission and not an independent contractor for all purposes. At the time of contract submittal, the operator must provide a copy of their most recent quarterly wage report in the month that follows each calendar quarter (April, July, October, January). If an operator has not filed a quarterly wage report at the time of their PATSA submission, they must submit proof they have registered with the Texas Workforce Commission (TWC) and provide the Auto Dealers Detail with their first filing of their quarterly wage report.

Exhibit C

- "Drop Letter" for each storage lot accepting vehicles towed by the PATSA, signed by the owner of the storage lot.
- Verify each storage lot listed in the drop letter is a current PPSLA holder.

Exhibit D

Attach the evidence of the ownership of the auto wrecker service as required by Section 1.02 of the PATSA agreement. The Articles of Incorporation must be verifiable through the Secretary of State, and corporations must be in good standing with officers listed.

Evidence of the ownership of the auto wrecker service is provided to Auto Dealers Detail in one of the following [1] assumed name certificate if a proprietorship, [2] partnership agreement disclosing the names of all general or limited partners if a partnership, or [3] articles of incorporation and certificate from the corporate secretary setting forth the names of all officers and all persons owning twenty percent (20%) or more of the outstanding stock if a corporation), or [4] the membership agreement if an LLC.

- A Sole Proprietorship
- A General Partnership
- A Limited Partnership
- A Corporation
- A Limited Liability Company (LLC)
- A Limited Liability Partnership
- Assumed name certificate (DBA)

Exhibit E

Attach copies of the TXDOT vehicle inspection report on each wrecker servicing this Agreement.

Exhibit F and G

- Letter from the drug company who is administering your drug testing.
- Attach copies of the Drug Policy Compliance Agreement (Exhibit F).
- Submit a copy of the companies written drug free workplace policy.
- Attach copies of Exhibit G (Drug Policy Compliance Declaration). This form must be submitted to Auto Dealers every six months by emailing it to hpd.autodealers@houstontx.gov.

Exhibit H

- Verify the telephone number listed in Section 1.03 is available through an Internet search for the exact business name and address provided in the Agreement.
- Operator must turn in a letter on company letterhead stating which credit cards are accepted and provide proof that a merchant or credit card processing services account has been established to accept two major credit cards.
- Attach an application form for each wrecker driver who will be servicing this agreement.

You are responsible for reading and understanding the terms of the contract. In addition, you must be familiar with the City of Houston Ordinances, specifically Chapter 8, and any TDLR administrative rules governing the towing industry. Once your contract is approved, Auto Dealers will notify you and set an appointment to review the contract with you and inspect the wreckers listed in the contract. You will need to bring one check or form of payment approved by the Auto Dealers Detail covering the administrative fee for each auto wrecker listed in Exhibit A.

EXHIBIT A

Wrecker Tag No.	VIN (last 4)	Medallion	Zone	Wrecker Tag No.	VIN (last 4)	Medallion	Zone

Executed on this: _____day of _____, 20_____

OPERATOR

By: _____

_____
(Print or Type Name)

_____
(Title)

ATTEST (if a corporation)

By: _____
Corporate Secretary

(Duplicate form as many times as needed)

EXHIBIT "B" CITY OF HOUSTON

PROOF OF INSURANCE

This certifies that the below named insured is provided insurance coverage issued by a company that has a Certificate of Authority from the State Department of Insurance to conduct insurance business in Texas or has a rating of at least B+ and a financial size of Class VI or better according to the current year's Best's rating. The policy issued has a 30-day cancellation-endorsement (TE 02-02A) to the Auto Dealers Detail, P.O. Box 3408, Houston, Texas 77253.

The following minimum insurance coverage is provided:

Automobile Liability Insurance - $1,000,000 combined single limit per occurrence Cargo on Hook Coverage - $100,000 per vehicle
Workers' Compensation – Statutory for Workers' Compensation

All policies except Worker's Compensation Insurance are primary to any other insurance and name the City of Houston as an additional insured. All drivers are named insured on the liability insurance policy.
Policy No. _____

Policy Period From: _____ To: _____

Name of Company Insured and Mailing Address:

_____

_____

List of covered vehicles

Year	Make	VIN (last 5)	Year	Make	VIN (last 5)

List of drivers

First and Last Name	Driver's License Number	First and Last Name	Driver's License Number

Name of Insurance Co. _____

Address: _____

Signed by: _____ Date: _____
(Authorized Company Representative)

Print Name: _____ Phone No: _____

This is an official Government record. A false entry may constitute a felony of the third degree.

(Duplicate form as many times as needed)

EXHIBIT "C"

POLICE-AUTHORIZED TOW SERVICE AGREEMENT

As Operator of a police private storage lot located in zone _____ , I agree to accept for storage vehicles towed by the below named auto wrecker service:

_____

(Name of auto wrecker service listed in Section 1.01 of Police-Authorized Tow Service Agreement)

The auto wreckers that are authorized to deliver vehicles to my storage lot are:

Wrecker Tag#	Wrecker Tag#	Wrecker Tag#	Wrecker Tag#

My police private storage lot is known as:

_____

(Name of storage lot as listed in Section 1.01 of Police Private Storage Lot Agreement)

Executed on this: _____ day of _____ , 20_____.

OPERATOR

By: _____

_____

Print or type name

_____

(Title)

ATTEST (if a corporation)

By: _____

Corporate Secretary

(Duplicate form as many times as needed)

EXHIBIT “D”

Attach true copy of the following:

[1] assumed name certificate if a proprietorship,

[2] partnership agreement disclosing the names of all general or limited partners if a partnership, or

[3] a copy of the articles of incorporation and certificate from the corporate secretary setting forth the names of all officers and all persons owning ten percent (10%) or more of the outstanding stock if a corporation), or

[4] a copy of the membership agreement if an LLC

EXHIBIT "E"

POLICE AUTHORIZED TOW SERVICE AGREEMENT
AUTO WRECKER INSPECTION

The below listed wreckers have been inspected by Auto Dealers for compliance with Section 2.03 and Section 6.11 of the Police-Authorized Tow Service Agreement between the City and the auto wrecker service known as:

_____
(Name of auto wrecker service listed in Section 1.01 of Police-Authorized Tow Service Agreement)

The auto wreckers that are authorized to deliver vehicles to my storage lot are:

Wrecker Tag#	Wrecker Tag#	Wrecker Tag#	Wrecker Tag#

Approved by: _____

Date of Approval: _____

EXHIBIT "F"

DRUG POLICY COMPLIANCE AGREEMENT

I, _____ _____ as an owner or officer of
(Name) (Print/Type) (Title)

_____(Contractor)
(Name of Company)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).

2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests,

3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results,

4. Submit semi-annual Drug Policy Compliance Declarations,

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

_____ _____
Date Contractor Name

_____
Signature

_____
Title

(Duplicate form as many times as needed)

EXHIBIT "G"

DRUG POLICY COMPLIANCE DECLARATION

I, _____ _____ as an owner or officer of
(Name) (Print/Type) (Title)

_____ (Contractor)
(Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from _____ to _____,

_____ A written Drug Free Workplace Policy has been implemented and employees notified.
Initials The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

_____ Written drug testing procedures have been implemented in conformity with the Mayor's
Initials Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1 -31. Employees have been notified of such procedures.

_____ Collection/testing has been conducted in compliance with federal Health and Human
Initials Services (HHS) guidelines.

_____ Appropriate safety impact positions have been designated for employee positions
Initials performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is ___.

_____ From _____ to _____ the following test has occurred:
Initials (Start date) (End date)

	Random	Reasonable Suspicion	Post Accident	Total
Number of Employees Tested				
Number of Employees Positive				
Percent of Employees Positive				

_____ Any employee who tested positive was immediately removed from the City worksite
Initials consistent with the Mayor's Policy and Executive Order No. 1-31.

_____ I affirm that falsification or failure to submit this declaration timely in accordance with
Initials established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

_____ _____
(Date) (Typed or Printed Name)

_____
(Signature)

_____
(Title)

EXHIBIT "H"

CITY OF HOUSTON

APPLICATION FOR AUTO WRECKER DRIVER
SERVICING A POLICE-AUTHORIZED TOW SERVICE AGREEMENT
(print or type all information)

I, _____ hereby make application to act
(First Name Middle Name Last Name)
as an auto wrecker driver servicing a Police-Authorized Tow Service Agreement.

Wrecker Service Operator: _____
(Auto wrecker service listed in Section 1.01 of PATSA)

Address: _____ Business Phone: _____
(Street address, city, state, zip code)

I reside at: _____ and my phone number is _____
(Street address, city, state, zip code)

Date of Birth: _____ Height: _____ Weight: _____ Hair: _____ Eyes: _____

Place of Birth: _____ Sex: _____ Race: _____

Social Security Number: _____ Driver's License Number: _____

I *(circle one)* **have / have not** been convicted within the last seven (7) years of any felony or misdemeanor (including DWI, but not traffic offenses). If you have been convicted of any felony or misdemeanor, explain in detail (what, when, and where): _____

_____

I *(circle one)* **have / have not** received adjudicated probation/parole for any of the above offenses. If so, explain: _____

_____

Date application made: _____ Applicant's Signature: _____

I understand that this application is an official government record. I understand that knowingly making a false entry or omitting required information in one or more of the above fields could result in criminal charges and the denial/revocation of my license.

I also acknowledge that the Texas Department of Public Safety has my permission to complete a criminal history check on me for the purpose of this application.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____ , _____.
(County) (State) (Day) (Month) (Year)

_____
Declarant (Signature)

Motorist Bill of Rights

The Houston Police Department and the licensed towing and vehicle storage companies of Houston want you to be an informed and protected consumer. The following are some of your basic rights regarding towing services in the city of Houston.

Tow Fee

The City of Houston's non-consent regulated tow rate, effective Jan. 1, 2026, is $232.00. If your vehicle is abandoned, blocking a moving lane or in an accident or law enforcement incident, the fee will be $232.00 for the first 20 miles and $4.64 per additional mile.

Payment Options

Cash or Credit Card will be accepted. The tow operator must accept two of the four major credit cards (MasterCard, Visa, American Express or Discover).

Tow Location (excluding prisoner vehicles)

You have the option to be towed to a location of your choice at the tow fee rate listed above. Advise the on-scene police officer of the location you choose and ask for a copy of the police tow slip indicating the location.

Police Private Storage Lot

You have the option to have your vehicle towed to a Police Private Storage Lot where the storage fees are regulated and posted. Choosing a location other than a Police Private Storage Lot may lead to paying fees that are not regulated.

Soliciting

Tow operators may not solicit business. If a tow operator attempts to solicit business, notify the officer on the scene.

Find My Car

To find the storage lot location of your vehicle and pending storage fees, please visit www.findmytowedcar.com. The license plate or vehicle identification number must be entered in order to retrieve the information.

Tow Hearing

If you feel your vehicle was wrongly towed, you may request a hearing to determine if probable cause existed for the removal of the vehicle. Visit www.jp.hctx.net/tow for the information on tow hearings.

Complaints

If you have a complaint regarding a towing company or a vehicle storage facility, please direct complaints to the Houston Police Department Auto Dealers Detail at hpd.AutoDealers@Houstontx.gov or call 832-394-4800.

Revised 05/21/2026