

Chapter 78. Travis County Sheriff's Office Non-Consent Towing Policies¹

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78.001 Travis County Sheriff's Office Non-Consent Towing Policy

When a Travis County Deputy determines that the owner or operator of a vehicle requiring towing from the scene is unable to select a towing company for any reason, the Deputy will request that a towing company be selected from the Non-Consent Towing Rotation List in accordance with the terms of the Travis County Sheriff's Office's Non-Consent Towing Rotation List Agreement, a copy of which is attached hereto.

The Commissioners Court authorizes the Travis County Sheriff or his designee to execute Travis County Sheriff's Office's Non-Consent Towing Rotation List Agreements in the form attached hereto on behalf of the County.

As provided in the Agreement, a final appeal from a decision of the Travis County Sheriff's Office to suspend or remove a towing company from the Travis County Sheriff's Office's Non-Consent Towing Rotation List may be had before the Commissioner's Court.

78.002 Travis County Sheriff's Office Non-Consent Towing Rotation List Agreement²

(a) This agreement is made and entered into by and between the Travis County Sheriff's Office (the "TCSO"), acting by and through the Travis County Sheriff or his designee under authority duly delegated by the Travis County Commissioners Court, which has approved the form of this Agreement, and the undersigned Towing Company (the "Company").

- (1) The TCSO will create and maintain a non-consent rotation list (the "List") of tow truck companies, which desire to perform non-consent tows in designated Response Areas of the County. The List will be utilized by the TCSO in selecting towing companies to perform non-consent tows from the public roadways in such Areas.
- (2) The TCSO will divide Travis County into geographical Response Areas for the rotation of towing assignments. The rotation of assignments within each Response Area will be handled independently of the other

¹ Chapter 78 was adopted by Travis County Commissioners Court January 9, 1995, Item #; and renumbered and amended June 3, 1997, Item 4. Note: the towing rotation list and fees were revised in 2012 but this chapter was not amended to reflect the changes.

² Section 78.002 was amended October 22, 1996, Item 10.

Response Areas. Each company must select one or more specific Response Areas in which they desire to receive towing assignments. Any company which requests to be called in more than one Response Area must be capable of responding to towing assignments in all selected Response Areas simultaneously.

- (3) A towing company may be given a place on this list if it:
 - (A) maintains a twenty-four (24) hour towing service,
 - (B) is a State permit holder,
 - (C) has a place of business in Travis County and owns or has a contract to use a State permitted vehicle storage facility,
 - (D) agrees to charge no more than the fees set forth in this Agreement,
 - (E) has the ability to contact a responding tow truck by radio or other voice communications system, and
 - (F) agrees to comply with all of the terms and conditions of this Agreement.
- (4) When a deputy determines that the owner or operator of a vehicle requiring towing is unable to select a towing company for any reason, the deputy will request that a towing company be selected from the List and called to execute the tow. The companies will be selected in rotating order on the basis of their positions on the List.
- (5) The Company shall respond to any and all calls from the TCSO requesting the towing of a vehicle within the Response Area, including calls to tow abandoned vehicles. The Company agrees to arrive at the scene, under normal conditions, within thirty (30) minutes after receiving the call.
- (6) The TCSO will only attempt to contact the Company for five (5) minutes before calling the next company on the List. If the Company cannot respond to a call promptly, it shall notify the TCSO, which will call the next company on the List.
- (7) If the Company determines that an additional tow truck is needed, the Company will either provide the additional truck or request the deputy in charge to call another towing company to the scene. If the determination of need for an additional tow truck is based on the lack of equipment normally required to be present on the tow truck at the scene, the Company will not be compensated for such additional tow truck.
- (8) If the Company fails to appear at the collision scene, under normal conditions, within thirty (30) minutes of a call, the deputy making the request for a tow truck may continue waiting for the dispatched tow truck or cancel the tow truck and request the next company on the List be called. The deputy will consider such factors as the estimated delay

in the arrival of the Company, any unusual conditions or equipment needs, and which option will best serve the interests of public safety.

- (9) An impound form shall be completed by the deputy at the scene for each vehicle towed on rotation. When the Company's driver has verified the inventory and signed the impound form acknowledging receipt of the vehicle, the Company will receive a copy of the impound form.
- (10) The Company assumes full responsibility and liability for the vehicle once the impound form has been signed by the Company's driver. No vehicle may be released unless the person claiming the vehicle has signed the impound form in the space provided. The Company must return the form to the TCSO Impound Officer within forty eight (48) hours after release of the vehicle. The Company must be available to release vehicles, on which there are no holds, seven (7) days a week during the hours of operation as posted.
- (11) The company is solely responsible for towing vehicles in a professional manner and in full compliance with all relevant local, state, or federal laws and regulations, including, but not limited to the Texas Tow Truck Act and the Texas Vehicle Storage Lot Rules and Regulations. The TCSO assumes no responsibility or liability for the manner and means chosen by the company to perform its duties.
- (12) The deputy in charge at a collision scene or at the location of a disabled vehicle on a public roadway may, if the safety of the public requires it or if otherwise authorized under '545.305 of the Transportation Code, take any steps needed to insure public safety, including, but not limited to:
 - (A) directing that any vehicle be taken to impound lots owned or used by Travis County;
 - (B) directing that any vehicle be delivered to a specific location;
 - (C) excluding any person from the investigation area who in the opinion of the deputy may hinder an investigation.
- (13) The Company shall remove all wreckage and debris from a collision scene, except for vehicle cargo or hazardous waste. The Company shall use the utmost care and all due caution to avoid destruction or contamination of anything which may be of evidentiary value, if the deputy has so informed the tow truck operator.
- (14) The Company may charge up to, but not more than the following fees for the following basic services rendered under this Agreement:

Towing	\$65.00
Storage	\$10.00 for the first day, after the first 12 hours, and \$15.00 for each day thereafter
Dollies	\$35.00 supplementary wheel systems for disabled vehicles

Winching \$35.00 mechanical extraction of off-site vehicles
Waiting time at scene \$35.00 per hour, after the first hour on scene

- (15) The Company may charge up to, but not more than the following fees for the following special services rendered in connection with heavy hauling under this Agreement:

Towing Vehicles in Excess of 10,000 pounds	\$300.00
Large Slide Truck	\$300.00
Three Ton Minimum Size for Hauling Vehicles or Equipment with Gross Weight 15,000 lbs. or more	
Additional Class "C" Tow Truck	\$100.00
Air Bags	\$300.00 per hour
Fork Lift	\$75.00 per hour
Haul Trailer to Off-Load Cargo/Pay-load	\$75.00 per hour
Trailer Dollies Used to Move Disabled Semi-Trailer	\$75.00 per hour
Manpower:	\$100.00 per hour
Winching, Preparing Vehicle for Towing, and Waiting Time	
Additional Manpower (Exceptional Labor)	\$15.00 per hour per man

- (16) If calls are unanswered, refused, answered late, or the Company has another company respond in its place more than three times within a calendar year, the TCSO may suspend the company from the rotation. The suspension will be for a period of three (3) months.

- (17) The Company may be removed from the List for any of the following reasons:

- (A) the conviction of the Company or the owner or operator of the Company of fraud or theft, as defined in the Texas Penal Code, in the conduct or operation of the permit holder's Company.
- (B) the failure to maintain a permit for a tow truck or a licensed vehicle storage facility or a contract to use such a facility.
- (C) the failure to comply with any of the requirements of this Agreement.

- (18) Any complaints received by the Company will be forwarded in writing to the TCSO Impound Officer and not to TCSO communications personnel or the deputies on the scene. The failure to comply with this requirement may result in a one (1) month suspension from the rotation list.

- (19) The TCSO Impound Officer will investigate complaints against the Company. All suspensions or removals from the rotation list will be

reviewed by the Assistant Chief Deputy for Law Enforcement. The TCSO will send notice of any suspension or removal to the Company by certified mail at the company's address.

- (20) If the Company is not satisfied with the terms of a suspension or removal order, it may within ten (10) days from date of receipt of the notice submit a written request for a full hearing before the Assistant Chief Deputy for Law Enforcement. A further appeals by the Company must be submitted in writing to the Sheriff of Travis County, who may either hold a hearing or make a decision based on the written record. A final appeal may be had before the County's Commissioners Court.
- (21) The Company shall provide the TCSO with two (2) current daytime telephone numbers (for use during normal business hours Monday - Friday) and two (2) current after-hours telephone numbers (for use on weekends, holidays and after normal business hours). The primary daytime number must be the Company's place of business and the primary after hours number should be that of the person who will ordinarily respond to after-hours calls. The secondary numbers may be pagers or mobile phones. The TCSO will not try other numbers besides the two numbers applicable for that time of day. If the person answering the phone is not the driver who will be responding, someone must confirm within five (5) minutes (either in the original conversation or by return call) that the driver is enroute. Similarly, the Company must answer pager calls by placing a confirmation call to the TCSO within five (5) minutes. If no confirmation is received within five (5) minutes in either case, the call will be regarded as unanswered.
- (22) The Company shall supply the TCSO with current copies of proof of insurance, current registration and tow truck tag receipt for each vehicle to be used for rotation towing, relevant documentation from the Railroad Commission and other agencies, the certification of each lot used for storage, and any other applicable documentation requested by the TCSO. If the Company intends to use another company's storage lot, the Company must provide TCSO with a copy of the relevant contract, insurance, and state permit.
- (23) The Company will be notified in writing of any change in the Travis County Non-Consent Towing Policy or the TCSO Non-Consent Towing Procedures. The Company has a duty to notify the TCSO in writing within 24 hours of any change in the information provided in Exhibit "A" to this Agreement.
- (24) This Agreement does not limit in any manner the authority of Travis County or the TCSO to remove a vehicle from a public roadway in accordance with State law and the discretion of the deputy at the scene. In addition, this Agreement does not prohibit a towing company from towing a vehicle with the consent of the owner or operator.

- (25) The Company will provide the information and documentation required in Exhibit "A", which is attached hereto and made a part hereof. The individual providing the information and executing this Agreement on behalf of the Company is duly authorized by the Company to contract on behalf of the Company.

EXECUTED this _____ day of _____, 199_.

TRAVIS COUNTY, TEXAS

Acting by and through the Travis County Sheriff's Office under the authority delegated by the Commissioners County of Travis County, Texas, and by an authorized representative of the Travis County Sheriff

BY: _____

NAME: _____

TITLE: _____

Authorized Representative

THE COMPANY

BY: _____

NAME: _____

TITLE: _____

Authorized Representative

(b) Exhibit "A" Required Information

REQUIRED INFORMATION
(Use Additional Sheets, if Necessary)

Company Name: _____

Entity Statue (Corporation, Partnership, Sole Proprietorship)

Officers/Partners/Owners: _____

Principal Business Address: _____

Working Hours Phone Numbers: _____

After Hours Phone Numbers: _____

Vehicles: _____

Licensed Storage Lot(s): _____

Documentation Checklist:

- Proof of Insurance
- Registration and tow truck tag receipt for each truck used for rotation towing
- Relevant documentation from Railroad Commission
- Relevant documentation and proof of certification of each lot used for storage
- If applicable - copy of contract for use of another company's storage lot, their insurance and state permit

78.003 Travis County Sheriff's Office Non-Consent Marine Towing Policy³

- (a) The Commissioners Court recognizes that unattended boats, watercraft, and other marine objects on the public waters of Lake Travis constitute a hazard to navigation and a threat to public safety. Therefore, when a Travis County Deputy determines that the owner or operator of a boat, watercraft, or other

³ Section 78.003 was added June 3, 1997, Item 4.

marine object on the public waters of Lake Travis requiring towing from the scene is unable to provide for the towing at that time for any reason, the deputy will request that a boat towing company be selected from the Non-consent Marine Towing Rotation List in accordance with the terms of the Travis County Sheriff's Office's Non-Consent Marine Towing Rotation List Agreement, a copy of which is attached hereto.

- (b) The Commissioners Court authorizes the Travis County Sheriff or her designee to execute Travis County Sheriff's Office Non-Consent Marine Towing Rotation List Agreements in the form set forth in 78.004 on behalf of the County. As provided in the Agreement, a final appeal from the decision of the Travis County Sheriff's Office to suspend or remove a company from the Travis County Sheriff's Office Non-consent Marine Towing Rotation List may be had before the Commissioners Court.

78.004 Travis County Sheriff's Office Non-Consent Marine Towing Rotation List Agreement⁴

This agreement is made and entered into by and between the Travis County Sheriff's Office (the "TCSO"), acting by and through the Travis County Sheriff or her designee under authority duly delegated by the Travis County Commissioners Court, which has approved the form of this Agreement, and the undersigned marina/marine towing company (the "Company").

- (1) The TCSO will create and maintain a non-consent rotation list (the "List") of marinas/marine towing companies, which desire to perform non-consent marine tows in designated Response Areas of Lake Travis within the County. The List will be utilized by the TCSO in selecting marinas/marine towing companies to perform non-consent tows from the public waters of Lake Travis.
- (2) The TCSO will divide the portion of Lake Travis which is located in Travis County into geographical Response Areas for the rotation of marine towing assignments. The rotation of assignments within each Response Area will be handled independently of the other Response Areas. Each response area may be divided into designated primary and secondary zones. Each company must select one or more specific Response Areas in which they desire to receive marine towing assignments. Any company which requests to be called in more than one Response Area must be capable of responding to marine towing assignments in all selected Response Areas simultaneously.
- (3) A marina/marine towing company may be given a place on the List if it agrees to charge no more than the fees set forth in this Agreement and agrees to comply with all of the other terms and conditions of this Agreement.

⁴ Section 78.004 was added June 3, 1997, Item 4

- (4) When a deputy determines that the owner or operator of a boat, watercraft, or other marine object requiring towing is unable to select a marine towing company for any reason, the deputy will request that a marine towing company be selected from the List and called to execute the tow. The companies will be selected in rotating order on the basis of their positions on the List.
- (5) The Company shall respond to any and all calls from the TCSO requesting the towing of a boat, watercraft, or other marine object within its Response Area. After receiving the call, the Company agrees to arrive at the scene, under normal conditions within:
 - (A) one hour in the designated primary zone; and
 - (B) one hour and one-half in the designated secondary zone.Any company responding to a call north of the Pedernales and Colorado Forks agrees to arrive at the scene under normal conditions within two and one-half hours after receiving the call.
- (6) The TCSO will only attempt to contact the Company for five (5) minutes before calling the next company on the List. If the Company cannot respond to a call promptly, it shall notify the TCSO, which will call the next company on the List.
- (7) If the Company determines that an additional tow boat is needed, the Company will either provide the additional boat or request the deputy in charge to call another towing company to the scene. If the determination of need for an additional tow boat is based on the lack of equipment normally required to be present on the tow boat the scene, the Company will not be compensated for such additional tow boat.
- (8) If the Company fails to appear at the scene, under normal conditions, within the time periods set forth in Section (5), the deputy making the request for a tow boat may continue waiting for the dispatched tow boat or cancel the tow boat and request the next company on the List be called. The deputy will consider such factors as the estimated delay in the arrival of the Company, any unusual conditions or equipment needs, and which option will best serve the interests of public safety.
- (9) The Company agrees that it will not haul out a boat, watercraft, or other marine object, or charge a haul-out fee until the expiration of twenty-four hours after the boat, watercraft, or other marine object has been towed.
- (10) An impound form shall be completed by the deputy at the scene for each boat, watercraft, or other marine object towed on rotation. When the Company's operator has verified the inventory and signed the impound form acknowledging receipt of the boat, watercraft, or other marine object, the Company will receive a copy of the impound form.
- (11) The Company assumes full responsibility and liability for the boat, watercraft, or other marine object once the impound form has been signed by the

Company's driver. No boat, watercraft, or other marine object may be released, unless the person claiming the boat, watercraft, or other marine object has signed the impound form in the space provided. The Company must return the form to the TCSO Impound Officer within forty eight hours after release of the boat, watercraft, or other marine object. The Company must be available to release the boat, watercraft, or other marine object, on which there are no holds, seven days a week during the hours of operation as posted.

- (12) The company is solely responsible for towing boats, watercraft, or other marine objects in a professional manner and in full compliance with all relevant local, state, or federal laws and regulations, including, but not limited to the Lower Colorado River Authority's Highland Lakes Marina Ordinance. The TCSO assumes no responsibility or liability for the manner and means chosen by the Company to perform its duties.
- (13) The deputy in charge at an arrest or collision scene or at the location of a disabled boat, watercraft, or other marine object on the public waters of Lake Travis may, if the safety of the public requires it, take any steps needed to insure public safety, including, but not limited to:
 - (A) directing that any boat, watercraft, or other marine object be taken to a facility owned or used by Travis County;
 - (B) directing that any boat, watercraft, or other marine object be delivered to a specific location; or,
 - (C) excluding any person from the investigation area who in the opinion of the deputy may hinder an investigation.
- (14) The Company shall remove all wreckage and debris from a collision scene, except for hazardous waste. The Company shall use the utmost care and all due caution to avoid destruction or contamination of anything which may be of evidentiary value, if the deputy has so informed the tow boat operator.
- (15) The Company may charge up to, but not more than the following fees for the following basic services rendered under this Agreement:
 - (A) Towing \$100.00 basic flat charge for first hour
\$115.00 per hour for every hour thereafter*
 - (B) Storage \$15.00 per day
 - (C) Haul Out \$75.00 boats 25 feet and under
\$6.00 additionally per foot thereafter

* Time will be calculated from the minute the tow boat is under way to the response scene.
- (16) If calls are unanswered, refused, answered late, or the Company has another company respond in its place more than three times within a calendar year, the TCSO may suspend the Company from the rotation. The suspension will be for a period of three months.

- (17) The Company may be removed from the List for any of the following reasons:
- (A) the conviction of the Company or the owner or operator of the Company of fraud or theft, as defined in the Texas Penal Code, in the conduct or operation of the Company.
 - (B) the failure to maintain a secure and insured storage facility or a contract to use such a facility.
 - (C) the failure to comply with any of the requirements of this Agreement.
- (18) Any complaints received by the Company will be forwarded in writing to the TCSO Impound Officer and not to TCSO communications personnel or the deputies on the scene. The failure to comply with this requirement may result in a one month suspension from the rotation list.
- (19) The TCSO Impound Officer will investigate complaints against the Company. All suspensions or removals from the rotation list will be reviewed by the Major Deputy for Law Enforcement. The TCSO will send notice of any suspension or removal to the Company by certified mail at the Company's address.
- (20) If the Company is not satisfied with the terms of a suspension or removal order, it may within ten days from date of receipt of the notice submit a written request for a full hearing before the Major Deputy for Law Enforcement. A further appeal by the Company must be submitted in writing to the Chief Deputy Sheriff of Travis County, who may either hold a hearing or make a decision based on the written record. The decision of the Chief Deputy Sheriff may be appealed to the Sheriff and a final appeal may be had before the County's Commissioners Court.
- (21) The Company shall provide the TCSO with two current daytime telephone numbers (for use during normal business hours Monday - Friday) and two current after hours telephone numbers (for use on weekends, holidays and after normal business hours). The primary daytime number must be the Company's place of business, and the primary after hours number should be that of the person who will ordinarily respond to after hours calls. The secondary numbers may be pagers or mobile phones. The TCSO will not try other numbers besides the two numbers applicable for that time of day. If the person answering the phone is not the operator, who will be responding, someone must confirm within five minutes (either in the original conversation or by return call) that the operator is en route. Similarly, the Company must answer pager calls by placing a confirmation call to the TCSO within five minutes. If no confirmation is received within five minutes in either case, the call will be regarded as unanswered.
- (22) The Company shall supply the TCSO with current copies of proof of insurance and current registration for each boat to be used for rotation marine towing, relevant documentation from the LCRA and other agencies, and any other applicable documentation requested by the TCSO. If the Company

intends to use another marina's facilities, the Company must provide TCSO with a copy of the relevant contract, insurance, and LCRA permit.

- (23) The Company will be notified in writing of any change in the Travis County Non-Consent Marine Towing Policy or the TCSO Non-Consent Marine Towing Procedures. The Company has a duty to notify the TCSO in writing within 24 hours of any change in the information provided in Exhibit "A" to this Agreement.
- (24) This Agreement does not limit in any manner the authority of Travis County or the TCSO to remove a boat, watercraft, or other marine object from the public waters of Lake Travis in accordance with State law and the discretion of the deputy at the scene. In addition, this Agreement does not prohibit a marine towing company from towing a boat, watercraft, or other marine object with the consent of the owner or operator.
- (25) The Company will provide the information and documentation required in Exhibit "A", which is attached hereto and made a part hereof. The individual providing the information and executing this Agreement on behalf of the Company is duly authorized by the Company to contract on behalf of the Company.

EXECUTED this _____ day of _____, 199_.

TRAVIS COUNTY, TEXAS

Acting by and through the Travis County Sheriff's Office under the authority delegated by the Commissioners County of Travis County, Texas, and by an authorized representative of the Travis County Sheriff

BY: _____
NAME: _____
TITLE: _____
Authorized Representative

THE COMPANY

BY: _____
NAME: _____
TITLE: _____
Authorized Representative

(b) Exhibit "A" Required Information

(b)

EXHIBIT "A"
REQUIRED INFORMATION
(Use Additional Sheets, if Necessary)

Company Name: _____

Entity Status (Corporation, Partnership, Sole Proprietorship): _____

Officers/Partners/Owners: _____

Principal Business Address: _____

Working Hours Phone Numbers: _____

After Hours Phone Numbers:

Boats: _____

Marina Facilities: _____

Documentation Checklist:

- Proof of Insurance**
- Registration for each boat used for rotation towing**
- Relevant documentation from LCRA**
Relevant documentation of each facility used for storage
- If applicable - copy of contract for use of another company's storage facility, their insurance and LCRA permit**