



HOPKINS COUNTY
FIRST AMENDED
RULES AND REGULATIONS FOR
NON-CONSENT TOWING

1. Purpose and Scope.

- 1.1 In order to protect the public, to maintain safe and efficient operating rules and to preserve the peace of the community, Hopkins County, Texas ("Hopkins County" or "County") hereby establishes Rules and Regulations for Non-Consent Towing ("Rules") applicable to individuals and business enterprises engaged in non-consent towing services in connection with non-consent tows originating in Hopkins County when such services are initiated by a Law Enforcement Officer ("Officer").
- 1.2 These Rules are governed, in part, by the Texas Towing Act, Chapter 2308 Texas Occupations Code and the Texas Local Government Code, Chapter 245.
- 1.3 The Hopkins County Sheriff supports these Rules.
- 1.4 The Hopkins County Commissioners Court hereby delegates to the Hopkins County Sheriff authority to administer and enforce these Rules through the Hopkins County Sheriff's Office ("HCSO").
- 1.5 These Rules do not create a contract between Hopkins County or any of its respective agencies, departments, offices, officers, employees, or agents and any participating tow company as it imposes no duties on Hopkins County or any of its respective agencies, departments, offices, officers, employees, or agents. These Rules set forth a unilateral declaration of the conditions that a tow company must agree to follow and comply with in order to be placed on the Non- consent Towing Rotation List and provide non-consent tows which are initiated by an Officer for vehicles located in Hopkins County.
- 1.6 No tow company shall perform a non-consent tow in Hopkins County unless such tow company has evidenced its acknowledgement and agreement to comply with these Rules by submitting a fully completed and executed Application form, which is attached hereto as **Exhibit "C"**.
- 1.7 These Rules do not apply to a consent tow or to government owned tow trucks.
- 1.8 These Rules only apply to non-consent tows that are initiated by an Officer in relation to the towing of a vehicle in Hopkins County, Texas. Thus, any reference herein to a "non-consent tow" shall only mean the aforementioned type of tow.

2. **Advisory Committee**

2.1 Members. Terms of office commence on January 1 and are for two (2) years. The Advisory Committee will consist of five (5) committee members. The Hopkins County Sheriff is entitled to nominate two (2) board members, who are then confirmed by the Hopkins County Commissioners Court. Officers are elected by the committee. Eligible committee members must reside within Hopkins County.

2.2 Responsibilities. The responsibilities of the advisory committee included:
(1) Advising the Hopkins County Sheriff on issues related to non-consent tows; and
(2) Make recommendations to the Hopkins County Commissioners Court concerning issues related to non-consent tows.

3. **Non-Consent Rotation List.**

The HCSO will create and maintain a Non-Consent Rotation List ("List", "Rotation List" and/or the "Non-Consent Towing Rotation List") of tow companies, which have submitted the documentation required herein, that shall be authorized to provide non-consent tows on a rotation basis in Hopkins County.

4. **Requirements and Conditions.**

4.1 Tow companies providing Light Duty Tows or Medium Duty Tows must meet the following requirements and conditions to be on the Non-Consent Towing Rotation List for Light Duty and/or Medium Duty Tows:

- 4.1.1 Operate 24 hours a day/365 days a year;
- 4.1.2 Hold all necessary permits/licenses issued by the State of Texas, including all TDLR licenses and permits;
- 4.1.3 Maintain a primary business location physically located in Hopkins County, Texas;
- 4.1.4 Own or contract to use a state licensed Vehicle Storage Facility ("VSF") in Hopkins County for which it provides non-consent tows under these Rules and such VSF may not be shared with another tow company that provides non-consent tows pursuant to these Rules;
- 4.1.5 Charge no more than the fees set forth in these Rules; and
- 4.1.6 Comply with all the terms and conditions of these Rules.

4.2 Tow companies providing Heavy Duty Tows (tows for vehicles weighing more than 25,000 pounds) must meet the following conditions to be on the Non-Consent Towing Rotation List for Heavy Duty Tows:

- 4.2.1 Operate 24 hours a day/365 days a year;
- 4.2.2 Hold all necessary permits/licenses issued by the State of Texas;
- 4.2.3 Each Heavy-Duty Tow truck must have tandem axles;

- 4.2.4 Own and be able to provide up to at least two (2) Heavy Duty Tow trucks;
 - 4.2.5 Charge no more than the fees set forth in these Rules; and
 - 4.2.6 Comply with all the terms and conditions of these Rules.
- 4.3 The HCSO shall make the final determination for a tow company's inclusion on the Non-Consent Towing Rotation List. The HCSO may, at its sole discretion, deny a tow company's inclusion on the List. Reasons for denial of inclusion may include, but are not limited to, criminal history of the tow company's owner, shareholders, limited partners, members, or employees; multiple applications to the Rotation List from companies owned by the same sole-proprietor (i.e. individual doing business under an assumed business name) or legal business entity (i.e. corporation, limited liability company, limited or general partnership); violations of any prior rules and regulations relating to non-consent tows in Hopkins County; and/or past experiences with the tow company on the Rotation List.
5. **Rotation Process.** When an Officer determines that the owner or operator of a vehicle requiring towing is unable to select a tow company for any reason, the Officer will request that a tow company be selected from the List and called to execute the tow. The tow companies will be selected in a rotating order on the basis of their position on the List. Any other Law Enforcement Agency in Hopkins County may use this Policy at its own discretion.
6. **Response Times.** The tow company shall respond to any and all calls from the HCSO requesting the towing of a vehicle within the Response Zone. The tow company agrees to arrive at the scene, under normal conditions, within **thirty (30) minutes** after receiving the call.
7. **Failure to Respond Promptly.** If the tow company **fails** to appear at a scene in response to a request from the HCSO, under normal conditions, within **thirty (30) minutes** of the request, the Officer making the request may, at his or her sole discretion, continue to wait for the dispatched tow truck or cancel the request and call the next tow company on the List. The Officer may consider factors such as the estimated delay in the arrival of the tow company, any unusual conditions or equipment needs, and the best interests of public safety.
8. **Attempts to Contact.** The HCSO will only attempt to contact the tow company **two (2) Times** before calling the next tow company on the List. If the tow company cannot respond to a call promptly, it shall immediately notify the HCSO, which will then call the next tow company on the List.
9. **No Direct Response without Request.** The tow company may not respond to a scene under the supervision of an Officer unless the tow company is requested through the Rotation List by the Officer in charge of the scene.
10. **Additional Trucks.** The tow company agrees that it will not be compensated for any additional expenses or towing fees that result solely due to acts or omissions of the tow company, such as additional expenses or towing fees that result from the tow company's

failure to provide standard towing equipment on a responding truck. The tow company will be compensated for expenses and towing fees of an additional truck if the scene requires an additional tow truck and the Officer in charge of the scene consents to the tow company's provision of an additional truck.

11. **Impound Sheets.** The requesting Officer shall complete an impound form (sheet) of items of value at the scene for each vehicle towed from the scene by a company from the Rotation List. The tow company's driver shall verify the inventory and sign the impound form (sheet) acknowledging receipt of the vehicle and its contents. The tow company will receive a copy of the impound form (sheet) upon request.
12. **Vehicle Storage and Release.** THE TOW COMPANY ASSUMES FULL RESPONSIBILITY AND LIABILITY FOR A VEHICLE ONCE THE IMPOUND FORM (SHEET) FOR THAT VEHICLE HAS BEEN SIGNED BY THE TOW COMPANY'S DRIVER. NO VEHICLE MAY BE RELEASED UNLESS THE PERSON CLAIMING THE VEHICLE HAS SIGNED THE IMPOUND FORM (SHEET) IN THE SPACE PROVIDED. THE COMPANY MUST BE AVAILABLE TO RELEASE A VEHICLE, ON WHICH THERE ARE NO HOLDS, SEVEN (7) CALENDAR DAYS A WEEK DURING THE HOURS OF OPERATION AS POSTED AT THE VEHICLE STORAGE FACILITY. NO VEHICLE SHALL BE STORED AT NOR RELEASED FROM ANY OTHER STORAGE FACILITY OTHER THAN THE TOW COMPANY'S SPECIFIED VEHICLE STORAGE FACILITY, WHICH SHALL BE SET OUT IN THE APPLICATION FORM ATTACHED HERETO AS **EXHIBIT "C"**.
13. **Actions of Tow Company.** The tow company is solely responsible for towing vehicles in a professional manner and in full compliance with relevant local, state, and federal laws and regulations, including, but not limited to, the Texas Transportation Code, the Texas Occupations Code, and rules adopted by the Texas Department of Licensing and Regulation (referred to herein as "TDLR"). Hopkins County and the HCSO assumes **NO** responsibility or liability for the actions of the tow company.
14. **Indemnification.** BY EXECUTION OF THE APPLICATION FORM ATTACHED HERETO AS **EXHIBIT "C"**, EACH TOW COMPANY AGREES TO **INDEMNIFY AND HOLD HARMLESS** HOPKINS COUNTY, ITS OFFICIALS, AGENTS, REPRESENTATIVES, EMPLOYEES, OFFICERS, AND REPRESENTATIVES FROM EVERY PENALTY, CAUSE OF ACTION, CLAIM, LOSS, COST, DAMAGE, REASONABLE ATTORNEY'S FEES, LIEN AND/OR EXPENSE ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF A NON-CONSENT TOW BY TOW COMPANY, ITS AGENTS, EMPLOYEES, OFFICERS, OR REPRESENTATIVES. HOPKINS COUNTY AND ITS OFFICIALS, AGENTS, REPRESENTATIVES, EMPLOYEES, OFFICERS, AND REPRESENTATIVES SHALL NOT BE LIABLE FOR DAMAGES TO TOW COMPANY ARISING FROM ANY ACT OF ANY THIRD PARTY. TOW COMPANY FURTHER AGREES TO **INDEMNIFY AND SAVE HARMLESS** HOPKINS COUNTY AND ITS OFFICIALS, AGENTS, REPRESENTATIVES, EMPLOYEES, OFFICERS, AND REPRESENTATIVES FROM AND AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY NEGLIGENT ACT, OMISSION OR NEGLIGENCE OF TOW COMPANY, OR TOW COMPANY'S CONTRACTORS, LICENSEES, AGENTS, SERVANTS, OR EMPLOYEES, OR ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING DURING A NON-CONSENT TOW, OR ARISING FROM

ANY ACCIDENT, INJURY, OR DAMAGE OCCURRING ON TOW COMPANY'S PREMISES AND/OR VSF.

15. **Authority of Officer at Scene.** The Officer in charge at a scene requiring a tow may take any and all legal steps necessary to ensure public safety including, but not limited to:
 - (A) directing that any vehicle be taken to impound lots owned or used by Hopkins County;
 - (B) directing that any vehicle be delivered to a specific location; or
 - (C) Excluding any person from an investigation area who, in the opinion of the Officer, may hinder an investigation or endanger public safety.

16. **Responsibility for Clean-Up.** The tow company shall remove all wreckage and debris from a collision scene, to include vehicle cargo or hazardous waste. The tow company shall use the utmost care and caution to avoid destruction or contamination of anything that may be of evidentiary value.

17. **Towing Fees.** For Light Duty, Medium Duty and Heavy Duty Tows, the tow company may not charge more than the basic tow and service fees set forth in **Exhibit "B"**, which is attached hereto and incorporated herein for all purposes.
 - 17.1 Hourly rates for time worked of less than an hour may be rounded to a full hour.

18. **Consent Tows.** If the tow company reports to a scene at the request of the HCSO from the Rotation List and the owner or driver requests that the vehicle be towed to the location of their choice, the tow becomes a "consent tow" and the Towing Fees set forth in **Exhibit "B"** shall not apply to such consent tow (See Chapter 2308 of the Texas Occupations Code).

19. **Violations and Penalties.**
 - 19.1 **General Violations:** A "General Violation" under these Rules shall mean and include, but not be limited to the following:
 - (A) The conviction of the tow company or the owner or operator (i.e. shareholder, member, partner, etc. of the tow company) of the tow company of fraud or theft, as defined in the Texas Penal Code, in the conduct or operation of the tow company's business;
 - (B) The failure to maintain a permit/license, including TDLR licenses/permits, for a tow truck, employee, or a VSF or a contract to use such a facility as required by these Rules;
 - (C) Drivers or persons known to the tow company or its employees soliciting business at a scene or coming within 300 feet of a scene unless otherwise responding to a rotation tow request pursuant to the terms of these Rules;
 - (D) Drivers or persons known to the tow company or its employees arriving at the scene in their tow vehicles or in a First Responders capacity of any sort (such as fire, EMS, etc.) and not as a rotation wrecker responding to a rotation tow request pursuant to the terms of Rules;

- (E) Drivers of the tow company or its employees that have been or is cited for speeding fifteen (15) mph over the posted speed limit or any other hazardous traffic violation will be held to the following:
 - 1. One (1) citation will be considered a violation and the tow company will be warned.
 - 2. A second and/or subsequent citation(s) shall result in a sixty (60) day suspension of the tow company.
- (F) The failure of the tow company or its employees to comply with any of the requirements of these Rules;
- (G) Charging fees for a non-consent tow in excess of the fees set forth in these Rules; and/or
- (H) Repeated unanswered, refused, or answered late calls by the tow company. Each repeated unanswered, refused, or answered late call by the tow company may, at the sole discretion of the HCSO, be considered as an individual violation or as multiple violations.

19.2 Major Violations: A "Major Violation" under these Rules shall mean and include, but not be limited to the following:

- (A) A conviction of the owner or operator (i.e. shareholder, member, partner, etc. of the tow company), driver or other employee of the tow company of the offense of Driving While Intoxicated;
- (B) A conviction of the owner or operator (i.e. shareholder, member, partner, etc. of the tow company), driver or other employee of the tow company of the offense of Aggravated Assault with a Motor Vehicle;
- (C) Violation of, or failure to notify the Hopkins County Sheriff of any violation of, any TDLR Rule or Regulation or any other state, local or federal law or regulation relating to the towing of vehicles; and/or
- (D) Any other type of violation the Hopkins County Sheriff or his designee deems as endangering the citizens of Hopkins County.

19.3 Penalties for General Violations: Except as expressly stated otherwise herein, the following penalties, at a minimum, shall apply if the tow company is found to have committed a General Violation of these rules:

- (A) First Violation: automatic thirty (30) day suspension of the tow company.
- (B) Second Violation: automatic sixty (60) day suspension of the tow company.
- (C) Third or Additional Violation: removal of the tow company from the Rotation List.

- 19.4 Penalties for Major Violations:** Except as expressly stated otherwise herein, the HCSO may, in its sole discretion, immediately remove the tow company from the Rotation List if the tow company is found to have committed a Major Violation of these Rules; provided, however, the HCSO may elect to assess a lesser penalty, such as suspension from the Rotation List for a specified period of time, if the HCSO determines, in its sole discretion, that a lesser penalty should be assessed for such Major Violation. In the event the tow company is suspended or removed by the HCSO from the Rotation List for a Major Violation, the HCSO's decision to remove the tow company from the Rotation List for a Major Violation shall be final and shall not be subject to any type of appeal.
- 19.5 Determination of Penalty Type:** All determinations as to whether an act constitutes a General Violation or a Major Violation under these Rules shall be made at the sole discretion of the HCSO.
- 20. Payment.** The operator of a VSF shall accept payment by an electronic check, debit card, or credit card for any charge associated with delivery or storage of a vehicle under these Rules.
- 21. Substitutions and Emergencies.** If the tow company is in need of a substitution for any specified time, the tow company shall contact the Vehicle Impound Officer within no less than two (2) weeks in advance of the need for a substitution. If an emergency should arise that would affect the tow company's ability to perform hereunder, the tow company shall contact the Vehicle Impound Officer immediately.
- 22. Inspections.** The Hopkins County Impound Officer may inspect any place of business of the tow company and any VSF owned or contracted by a tow company at any time so long as the tow company is on a Non-Consent Tow Rotation List.
- 23. Notice Required for Changes in Location or Ownership.** In the event the tow company changes location of a place of business, location of a VSF, or there is a change in the owners or ownership of a tow company or VSF, the tow company shall be responsible for providing written notice to the Hopkins County Impound Officer within forty-eight (48) hours of such event.
- 23.1** Any notice that is required or permitted to be given by the Operator to the Hopkins County Impound Officers may be mailed to the Hopkins County Sheriff's Office by certified U.S. Mail, return receipt requested, postage prepaid, addressed to:
- Hopkins County Impound Officer
Hopkins County 298 Rosemont
Sheriff's Office
Sulphur Springs, Texas 75482
- 24. Complaints.** A copy of any complaint received by the tow company from any source related to the Rotation List or a Rotation List non-consent tow shall be forwarded to the HCSO Patrol Division Lieutenant within ten (10) calendar days of the tow company's receipt of same. The copy of such complaint shall not be forwarded to Hopkins County Communications or to Officers on the scene.

25. **Investigation of Complaints, Removals and Suspensions.** The HCSO Patrol Division Lieutenant or his designee, will investigate all complaints against the tow company. All suspensions or removals from the Rotation List will be reviewed by the Patrol Division Lieutenant of the HCSO. The HCSO will send notice of any suspension or removal from the Rotation List to the tow company by certified mail at the tow company's address; as such address appears on the tow company's application form - **Exhibit "C"**.
26. **Appeal Process.**
- 26.1 **Appeal to HCSO Chief Deputy of Law Enforcement.** The tow company may, within ten (10) calendar days from the date of the tow company's receipt of a notice of suspension or removal for a General Violation under these Rules, submit a written request for a full hearing before the Chief Deputy of Law Enforcement of the HCSO.
- 26.2 **Appeal to Hopkins County Sheriff.** If the suspension or removal for such General Violation is sustained by the Chief Deputy of Law Enforcement of the HCSO, a further appeal by the tow company may be submitted in writing to the Hopkins County Sheriff, who may either hold a hearing or make a decision based on the written record. In order to perfect an appeal to the Hopkins County Sheriff, the tow company must submit its written notice of appeal to the Hopkins County Sheriff within ten (10) calendar days from the date of the Chief Deputy of Law Enforcement's decision.
- 26.3 **Final Appeal to Hopkins County Commissioners Court.** In the event that the Hopkins County Sheriff sustains the suspension or removal for such General Violation, a final appeal may be had by the tow company before the Hopkins County Commissioners Court. In order to perfect the final appeal before the Hopkins County Commissioner's Court, the tow company must submit a written request for a final appeal hearing, within ten (10) calendar days from the date of the Sheriff's decision, to the Hopkins County Judge.
- 26.4 **Lapse of Appeal Right.** In the event the tow company fails to perfect its appeal pursuant to the time periods and requirements set forth above, the tow company's appeal rights shall cease and the decision of suspension or removal for such General Violation shall become final.
- 26.5 **No Appeal for Major Violations.** As set forth above, the HCSO's decision to suspend or remove the tow company from the Rotation List for a Major Violation under these Rules shall be final and shall not be subject to appeal.
27. **Contact Numbers.** The tow company shall provide the HCSO 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 tow 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 HCSO will not try other numbers besides the two (2) numbers applicable for that time of day. If the person answering the phone is not the driver who will be responding, a tow company's representative must confirm within five (5) minutes (either in the original conversation or by return call) that the tow truck is en route.

Similarly, the tow company must answer pager calls by placing a confirmation call to the HCSO within five (5) minutes. If no confirmation is received within five (5) minutes in either case, the call will be regarded as unanswered.

28. **Documentation.** The tow company shall supply the HCSO with copies of proof of insurance, current registration and tow truck tag receipts for each vehicle to be used for rotation non-consent towing, relevant documentation from the Texas Department of Licensing and Regulation and other agencies, the certification of each VSF used for storage of vehicles, and any other applicable documentation requested by the HCSO. If the tow company intends to use another entity's VSF, the tow company must provide the HCSO with a copy of the relevant contract, insurance, and state permit/license for such VSF, as well as any necessary documentation evidencing the fact that such VSF is not being shared with another tow company that is also providing non-consent tows under these Rules.
29. **Notification of Changes in Rules.** The HCSO will notify the tow company, in writing, of any changes, amendments or modifications to these Rules. The tow company has a duty to notify the HCSO, in writing, within twenty-four (24) hours of any changes in the information provided in **Exhibit "C"**.
30. **Authority to Remove Vehicle from Roadway.** These Rules do not limit in any manner the authority of Hopkins County or the HCSO to remove a vehicle from a public roadway or any other location in accordance with State Law or the discretion of the Officer(s) at the scene. In addition, these Rules do not prohibit a tow company from towing a vehicle with the consent of the owner or operator.
31. **Authority to Act on Behalf of Tow Company.** The tow company will provide the information and documentation required in **Exhibit "C"**. The individual providing the information and executing **Exhibit "C"** on behalf of the tow company shall be duly authorized by the tow company to agree on behalf of and legally bind the tow company.
32. **Effective Period of Rules.** These Rules shall be effective on the date set forth herein below and shall continue in full force and effect until otherwise amended or terminated pursuant to Paragraph 33 below.
33. **Amendments and Termination.** The provisions of these Rules may be amended at any time by Hopkins County or the HCSO, at its sole discretion. In the event these Rules are amended by Hopkins County or the HCSO, the HCSO shall provide the tow company with an amended version of these Rules. The tow company must sign and return an acknowledgement of any amendments to the HCSO within ten (10) calendar days of receiving notice of such amendments in order to remain on the Rotation List under the new amended version of these Rules. All prior non-consent tow rotation agreements, rules and regulations shall cease to be effective upon the tow company's receipt of the new amended version of these Rules. The HCSO reserves the right to terminate these Rules and any Rotation Lists at any time for any cause without liability.
34. **Assignment.** The tow company may not assign, in whole or in part, any interest it may have under these Rules without the prior written consent of the HCSO.

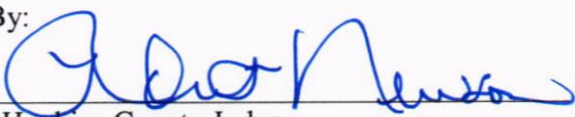
35. **No Agency Relationship.** The tow company hereby agrees and acknowledges that it shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of Hopkins County, its officials, agents, offices, departments, representatives, employees, or officers. The employees or agents of the tow company shall not be deemed or construed to be the employees or agents of Hopkins County for any purposes whatsoever. The tow company shall be responsible for providing all necessary unemployment and workers' compensation insurance for the tow company's employees.
36. **No Waiver of Immunities.** Nothing in these Rules shall be construed to waive any immunity from suit or liability enjoyed by Hopkins County, its past or present officers, employees, agents or employees.
37. **Compliance with Laws.** The tow company shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting its performance of tows under these Rules, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the tow company shall furnish the HCSO with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
38. **Governing Law and Venue.** These Rules and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Hopkins County shall be the sole place of venue for any legal action arising from or related to Rules in which Hopkins County is a party.
39. **Severability.** If any provision of these Rules shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather these Rules will be construed as if not containing the invalid or unenforceable provision or provisions, and the rights and obligation hereunder shall be construed and enforced in accordance therewith. If any provision of these Rules is determined to be invalid or unenforceable, it is the desire and intention of Hopkins County and tow company that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of these Rules and be deemed to be validated and enforceable.
40. **No Waiver.** The failure or delay of Hopkins County or the HCSO to enforce, at any time or any period of time, any of the provisions of these Rules shall not constitute a present or future waiver of such provisions nor the right of Hopkins County or the HCSO to enforce each and every provision of these Rules. Furthermore, no term or provision hereof shall be deemed waived or excused unless such waiver or consent shall be in writing and signed by Hopkins County or the HCSO.
41. **Prior Agreement, Rules and Regulations.** As of the Effective Date referenced herein below, these Rules shall replace and supplant all prior rules, regulations, representations or agreements, either oral or written, relating to Officer initiated non-consent tows that originate in the unincorporated areas of Hopkins County.
42. Any vehicle owned or operated by Hopkins County is considered a consent tow therefore these Rules are non-applicable.

HOPKINS COUNTY, TEXAS

PASSED AND APPROVED by the Hopkins County Commissioners Court to be effective as of

this 22 day of March, 2021 (Effective Date).

By:


Robert Newsom
Hopkins County Judge

Approved by:

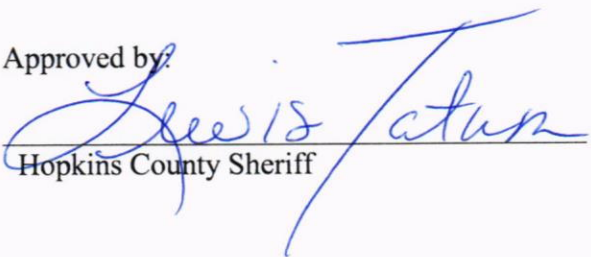

Lewis Tatum
Hopkins County Sheriff

EXHIBIT "B"

RATE SCHEDULE

Light Duty	Fee	
Initial Towing 10,000 lbs. or less (includes flat beds)	\$195.00	
Wait Time After First 30 Minutes On Scene	\$75.00	per hour
Extra Labor Per Person	\$100.00	per hour
Second Truck	\$125.00	
Mileage	\$2.00	Round trip per mile
Accidents with property damage	\$150.00	Added fee to above fee
Hopkins County/HCSO vehicles Towing when Hopkins County is responsible	\$150.00	Max fee billable to Hopkins Co./HCSO

* Storage Rates set by the State and subject to change with state regulations

EXHIBIT "C"

APPLICATION
FOR
HOPKINS COUNTY NON-CONSENT TOWING ROTATION LIST
(Use Additional Sheets If Necessary)

Tow Company Name (Full Legal Name):

Entity Status (Corporation, Partnership, Sole Proprietorship, Limited Liability Company):

Officers/Partners/Owners:

Principal Business Address:

Working Hours Phone Numbers:

Primary: () _____

Secondary: () _____

After Hours Phone Numbers:

Primary: () _____

Secondary: () _____

Vehicles (Tow Trucks Only):

Licensed Vehicle Storage Facility/Facilities:

*In order to be eligible to be placed on a Rotation List for Light Duty Tows in Hopkins County, your tow company must own or contract to use a Vehicle Storage Facility ("VSF") within Hopkins County and such VSF cannot be shared with any other tow company that provides non-consent Light Duty Tows in Hopkins County.

Documentation Checklist: (provide copies)

- _____ OBA (doing business as) Certificate
- _____ Proof of Insurance
- _____ Current registration for each truck used for rotation non-consent towing
- _____ Relevant documentation from Texas Department of Licensing and Regulation (TDLR)
- _____ Relevant documentation and proof of Vehicle Storage Facility License (VSF) for each lot used for storage
- _____ If applicable - copy of contract for use of another company's VSF, insurance, and state permit/license for such VSF

In addition to the required paperwork, all tow trucks and drivers are required to abide by the Texas Transportation Code, Texas Occupations Code and any other statute or law relating to non-consent towing. This includes, but is not limited to, lighting requirements, movement on roadways, removal of debris, restrictions on use of lights, etc.

Tow trucks and other motor vehicles that tow vehicles are required to follow statutes contained in the Texas Transportation Code, Texas Occupations Code and any other statute or law relating to non-consent towing. This includes, but is not limited to, the use of: tail lamps, stop lamps, turn signal lamps. These lamps are required to be displayed at the end vehicle that is towed in combination.

AGREEMENT AND ACKNOWLEDGEMENT
OF
HOPKINS COUNTY
RULES AND REGULATIONS
FOR NON-CONSENT TOWING

NAME OF COMPANY ("Company"): _____

ADDRESS: _____ Texas _____

The undersigned, on behalf of the Company, hereby represents, acknowledges and agrees as follows:

- (I) I have received and read the Hopkins County Rules and Regulations for Non-Consent Towing and I understand all the terms and conditions set out therein;
- (II) I agree, on behalf of the Company, to abide by all terms and conditions of the Hopkins County Rules and Regulations for Non-Consent Towing;
- (III) I, on behalf of the Company, hereby acknowledge that the Company understands the Hopkins County Rules and Regulations for Non-Consent Towing are to be strictly adhered to by Company and any variance from them may result in suspension or removal from the Rotation List, as well as any other remedies set out in the Hopkins County Rules and Regulations for Non-Consent Towing.

I, by my signature below, certify that I am authorized to execute this document on behalf of the Company and that the statements set forth herein are true and correct:

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021.