



# HEAVY DUTY PATSA

## STANDARD OPERATING PROCEDURES

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### POLICIES & PROCEDURES

## 1. PURPOSE

This SOP manual is intended to identify the general policies and procedures for all parties participating in the Heavy Duty PATSA contract.

## 2. SCOPE

All participants of the Heavy Duty PATSA contract shall follow the operating policies and procedures detailed in this manual.

## 3. RESPONSIBILITIES

It is the overall responsibility of the contract holders and the Lieutenant of Auto Dealers Detail at the Houston Police Department to jointly manage the content and distribution of this SOP manual.

## 4. APPROVAL SIGNATURES RECORD

Document Name	Version Number	Document Date	Approved by	Approval Date	Signature
Heavy Duty PATSA SOP	1.0	07/07/2020	Cmdr. D. Hitzman	07/08/2020	via email
Heavy Duty PATSA SOP	1.0	07/07/2020	Lt. K. Reiser	07/08/2020	via email
Heavy Duty PATSA SOP	1.0	07/07/2020	Apple Towing, Mike Scully & Todd Johnson	07/23/2020	via non-response email approval
Heavy Duty PATSA SOP	1.0	07/07/2020	Dan Wheeler Wrecker Services, Inc., Danny Wheeler	07/23/2020	via non-response email approval
Heavy Duty PATSA SOP	1.0	07/07/2020	Gulf Coast Fleet Towing / Ron's Towing, Jeff Weingart & Mike Weingart	07/23/2020	via non-response email approval
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## 5. VERSION CONTROL

Document Name	Version Number	Revision Date	Page Number(s)	Change Effected	Date of Change

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## **CHAPTER 2308. VEHICLE TOWING AND BOOTING**

### **Sec. 2308.002. DEFINITIONS.**

- **"Consent tow"** means any tow of a motor vehicle in which the tow truck is **summoned by the owner or operator of the vehicle or by a person who has possession, custody, or control of the vehicle.** The term does not include an incident management tow or a private property tow.
- **"Incident management tow"** means any tow of a vehicle in which the tow truck is summoned to the scene of a traffic accident or to an incident, including the removal of a vehicle, commercial cargo, and commercial debris from an accident or incident scene.
- **"Nonconsent tow"** means any tow of a motor vehicle that is not a consent tow, including:
  - (A) an incident management tow; and
  - (B) a private property tow.

### **House Rule**

House Calls (consent tows) are not allowed for police scenes or potential police scenes. If you are not the contracted zoned rotation wrecker for the day, you do not handle the accident or incident unless you get permission from the contracted zoned rotation wrecker designated for that day.

### **Operator is Assigned to a Rotation List**

**2.01** 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, which are hereby incorporated into and made a part of this Agreement by reference. "Operator shall be assigned to a rotation list more specifically described in Exhibit "A" for each heavy-duty wrecker that is to be utilized by the Operator to perform police-authorized heavy-duty tows. Operator shall not allow a heavy-duty wrecker to perform a non-consent heavy-duty tow of any vehicle outside of the approved heavy-duty rotation list, except when authorized by HPD.

### **Operator Insurance Requirement**

**2.02.** "The Operator shall obtain and maintain in effect during the term of this Agreement, insurance coverage as set out below, and shall furnish certificates of insurance, prior to the beginning of the term of this Agreement. All such policies except Worker's Compensation shall be primary to any

other insurance and shall name the City as an additional insured. All liability policies shall be issued by a company with a Certificate of Authority from the State Department of Insurance to conduct insurance business in Texas or a rating of at least B+ and a financial size of Class VI or better according to the current year's Best's rating. Operator shall maintain the following insurance coverage in the following amounts

- (a). Automobile Liability Insurance at a minimum of \$1,000,000 combined single limit per occurrence
- (b). Cargo on Hook Coverage or equivalent at a minimum of \$750,000 per vehicle
- (c). Workers Compensation (statutory amount)

### **Cannot Charge More Than Non-Consent tow fee**

**2.04** The Operator shall not charge fees in excess of the fees authorized under city ordinance for servicing a police scene and towing vehicles without the consent of a vehicle owner. 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 vehicles towed without the vehicle owner's consent.

### **Must Provide At-Least two Major Credit Cards**

**2.05** Operator agrees to maintain the ability to accept and process at least two major credit cards issued by the following: VISA, MasterCard, American Express, and Discover Card. Furthermore, all credit or debit transactions will reflect the Operator's name as payee. Any interruption of Operator's ability to process credit card transactions that lasts longer than one hour must be reported to the HPD Auto Dealers Detail. Upon the initial submission of this agreement, Operator shall provide adequate proof of a credit card merchant account or the ability to process credit card payments.

### **Must Maintain Everything in Exhibit A and F**

**2.09** Each heavy-duty wrecker shall be inspected as follows:

**Auto Dealers Detail Inspection.** These inspections shall be performed prior to the execution of this Agreement and at least annually thereafter, during the term of this Agreement to ensure that all of the equipment listed in Exhibit A exists and meets the standards required by this Agreement.

**State Inspection.** At the Operator's expense by a State inspection service provider approved by HPD. 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. A copy of each written certification by the inspection service provider shall be attached to and incorporated in this Agreement as "Exhibit F."

## **Term and Termination of This Agreement**

**3.01** The term of this Agreement shall commence on the Countersignature Date by the City Controller, and **expire December 31, 2024**, unless sooner terminated or suspended pursuant to the provisions of this Agreement.

## **Terminate for Convenience**

**3.03** The Chief of Police may terminate this Agreement at any time by giving 10 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.

## **Violations of This Agreement**

**3.06** Violations of the dispatch or rotation procedures set forth in the Standard Operating Procedures shall be grounds for temporary suspension of the Operator and Operator's Heavy-duty Wrecker service from the rotation list. Operator shall have the right to appeal suspensions of five rotation days or less to the lieutenant in charge of the Auto Dealers Detail, whose decision shall be final. Any suspension of more than five rotation days may be appealed to the Automotive Board whose decision shall be final.

**3.07** Violations of this agreement or any city, state, or federal statute or administrative rule, including equipment or safety violations, by Operator or driver shall be grounds for temporary suspension of a driver or seizure of a medallion by an Auto Dealers officer until the equipment/safety violations are remedied.

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

**3.09** Operator agrees to maintain all insurance coverages required under Section 8-126(e) (2) of the Code of Ordinances, Houston, Texas, and quoted in Section 2.02, above during the term of this Agreement. In the event of the termination or cancellation of any insurance required for any of the Operator's heavy-duty 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 heavy-duty wrecker for which insurance is restored.

## **Drivers Must be Employees**

**5.01** 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 heavy-duty wrecker service identified in Article I, above. Operator shall not assign, subcontract or lease any heavy-duty wrecker servicing this Agreement to any driver or other person or entity without the prior written approval of the Chief of Police. **Operator agrees and acknowledges that all drivers servicing this Agreement shall be regular employees as defined by Texas Workforce Commission and not be**

**Independent Contractors.** Operator agrees to maintain payroll records for three (3) years which will be made available for inspection by the HPD Auto Dealers Detail within two (2) working days. This Agreement shall terminate upon any attempted assignment, subcontract, lease or other subletting of any obligation assumed hereunder in any manner unless the Chief of Police has given prior written approval. This Agreement shall also terminate upon any attempted sale of the heavy-duty 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 Chief of Police has given prior written approval therefore.

### **Physical Change of Location of Business**

**5.06** The Operator agrees to notify HPD in writing, hand delivered, pursuant to Section 4.02 within 2 business days of any change in the information required by this Agreement or contained in the attached exhibits. Only those heavy-duty wreckers listed in the records of HPD and covered by insurance required under this Agreement and applicable State law may provide towing services under this Agreement, and each heavy-duty wrecker may provide such services only according to the rotation list described in Exhibit "A."

### **Operator Must Notify Within 48 Hours of any Employee Arrest**

**5.07 5.07.1** Upon the initial submission or renewal of this agreement, Operator shall submit to a background check. If Operator has a conviction or deferred adjudication for an offense listed under Section 1-10(a)(1) of the Code of Ordinances or provides false or misleading information on the application the Agreement shall be denied. If Operator has an outstanding charge or is under indictment for an offense listed under Section 1-10(a)(1) of the Code of Ordinances, the Chief of Police shall delay making a decision on the Agreement until the resolution of the criminal case.

**5.07.2** Operator shall notify, within 48 hours, a supervisor or the on-call officer from the Auto Dealers Detail of any arrest or criminal conviction of Operator. Operator agrees that HPD may conduct an examination of any criminal conviction of Operator, including but not limited to obtaining any criminal history record information permitted by law. In addition, upon being made aware of any arrest or criminal conviction of a wrecker driver employed by Operator, Operator shall immediately notify the Auto Dealers Detail of such arrest or criminal conviction.

### **Wrecker ID Must Match Operator's Name on Heavy-Duty Wrecker**

**5.10** Operator agrees to require each wrecker driver servicing this Agreement to publicly display the wrecker driver identification card issued by HPD. The wrecker driver identification card shall match Operator's name on the heavy-duty wrecker. The identification card is property of the City and must be returned immediately to the HPD Auto Dealers Detail on demand. Replacement of a lost or stolen identification card requires a police offense report and payment of a replacement fee. 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 HPD Auto Dealers Detail 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 HPD Auto Dealers Detail within seven (7) days of notification. Failure by the Operator to surrender a previously issued identification card will be treated by HPD as a lost or stolen card, and no new card will be issued to the wrecker driver. Each driver must also have a valid TDLR wrecker license in his or her possession.

### **No Unauthorized Personnel in Wrecker**

**5.11** Operator agrees to prohibit any person, other than the holder of a wrecker driver identification card issued by HPD or a uniformed employee of the tow operator, from occupying the passenger compartment of a heavy-duty 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 or an individual who has been issued a City of Houston wrecker driver trainee license.

### **Decals and Signage**

**5.12** The Operator agrees to mark each heavy-duty wrecker used to service this Agreement in accordance with state law with the motor carrier registration number on the left and right front quarter panel of the power unit and all other required information upon the left and right-side doors of the power unit. All decals and signage must be in contrasting colors.

### **HPD Right to Inspect Heavy-Duty Wrecker**

**5.13** The Chief of Police or any member of HPD that he or she may designate shall have the right to inspect the heavy-duty wrecker service records relating to vehicles that have been towed pursuant to this Agreement. Access to the records shall be provided both during normal business hours and within one (1) hour outside of normal business hours.

### **Records Must be Kept for 2 Years**

**5.14** 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 HPD and shall be kept in a controlled environment, free of insects, rodents, rodent excrement, and water damage.

### **Operator's Towing Conduct**

**5.20** Operator agrees to conduct towing operations with honesty, trustworthiness, and integrity and shall ensure that all employees are held to that standard. Operator shall utilize sound judgment to provide quality customer service to address customer needs, minimize complaints, and resolve disputes. Operator shall work with the Auto Dealers Detail, first responders, incident management personnel, or other personnel on scene in a cooperative and professional manner. Operator shall make all employees available in a timely manner to any HPD employee upon request.

**5.21** Operator shall ensure that no photos or videos of vehicles towed from police scenes are posted to social media or broadcast without the consent of the vehicle owner involved and the Auto Dealers Detail.

## **Wrecker Driver Shall be Able to Read and Speak the English**

### **Language**

**5.23** 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. The evaluation of a driver's ability to communicate effectively in English shall be conducted pursuant to guidelines established by the Auto Dealers Detail.



# HD PATSA COMPLAINT FORM



Email completed form to: [HPD.AutoDealers@HoustonPolice.org](mailto:HPD.AutoDealers@HoustonPolice.org)

DATE: \_\_\_\_\_

LOCATION: \_\_\_\_\_

WITNESS(ES): \_\_\_\_\_

PHONE #: \_\_\_\_\_

OFFICER(S) PRESENT: \_\_\_\_\_

OFFICER(S) UNIT #: \_\_\_\_\_

YOUR NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

COMPANY PHONE: \_\_\_\_\_

STATEMENT OF FACTS:

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