



## TOWING MANAGEMENT AGREEMENT

This Towing Management Agreement (the "Agreement") is made and entered into on May 14, 2025, by and between:

**Authorized Agent:**

RBEX Inc. dba Apple Towing Co.

President: Michael W. Scully

8511 S. Sam Houston Pkwy E., 2<sup>nd</sup> Floor, Houston, TX 77075

Phone: 281-723-1020

Email: [mscully@appletowing.com](mailto:mscully@appletowing.com)

**Agency:**

Galveston County and Galveston County Sheriff's Office

Attn: Thomas Maffei

601 54th St, Galveston, TX 77551

Phone: 409-766-2300

Email: [Thomas.Maffei@galvestoncountytx.gov](mailto:Thomas.Maffei@galvestoncountytx.gov)

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**1. Recitals**

WHEREAS, the Galveston County Sheriff's Office ("Agency") is preparing for increased law enforcement activity from 3:00 PM on May 15, 2025, through 5:00 PM on May 19, 2025, from High Island, TX to the Galveston Island Ferry during which motor vehicles may be towed and stored for various violations of law;

WHEREAS, the Agency desires to enter into this Agreement with RBEX Inc. dba Apple Towing Co. ("Apple Towing") for the coordination, management, dispatch, towing, and storage of all towed and stored vehicles during this designated period and designated area;

WHEREAS, Apple Towing will provide operational oversight, including receiving dispatch requests from the Agency, dispatching services to approved local towing providers on an agreed rotational basis, and managing the designated areas;

WHEREAS, the Agency shall provide security for the approved storage areas, and Apple Towing shall ensure that towed vehicles are handled and processed in accordance with this Agreement;

WHEREAS, Apple Towing Co. agrees to conduct its operations in a professional and ethical manner, adhering to all applicable industry standards, policies, and procedures throughout the duration of this Agreement;

WHEREAS, all towing fees charged will follow the Galveston County authorized rate schedule, and an agreed Galveston County administrative fee;

WHEREAS, any vehicle remaining in the storage areas on May 19, 2025, will then be transferred out to an authorized storage facility without assessment of an additional second tow fee, and the County will agree to waive its administrative fee;

NOW, THEREFORE, subject to the terms and conditions herein, the Agency and Apple Towing Co. agree to the responsibilities and compensation set forth below.

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## **2. Duties of the Agency**

- a. The Agency shall provide 24-hour security at the designated Galveston County storage areas located at Lauderdale Boat Ramp on Yacht Basin Rd., Bolivar Peninsula, TX.
- b. The Agency shall oversee and have authority over the lawful towing, impounding, storage, and release of all vehicles during the designated period and the designated areas.
- c. The Agency has the authority to expand the designated event period and/or the designated operational area, and to authorize Apple Towing to continue providing services under the terms of this Agreement for any such extended scope as mutually agreed between the parties.
- d. The Agency will provide a list of all authorized and approved towing providers. The Agency may add additional providers based on demand, and Apple Towing will utilize these additional providers as directed by the Agency.

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## **3. Duties of Apple Towing Co.**

- a. Apple Towing shall receive all towing requests during the designated period.
- b. Apple Towing shall dispatch each towing request to the next available authorized towing provider located and staged in the designated areas, using a fair and even rotation system based on availability and response time.
- c. Apple Towing shall establish, manage, and operate the Galveston County designated areas for towed and stored vehicles. All fees related to towing will be available on a non-consent tow fee schedule attached hereto as exhibit "A".
- d. Apple Towing shall collect and distribute all approved towing and administrative fees.
- e. Apple Towing Co. shall distribute all towing fees to each participating towing provider within five (5) business days following completion of the tow, unless the originating provider elects to assume custody and relocate the vehicle to their storage facility in lieu of receiving payment for the initial tow, at which point the towing provider shall follow the Galveston County Sheriff's Office Policy & Procedures for Towing Companies and Tow Truck Operations.

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## **4. Fees and Compensation**

- a. Towing Fee: As authorized in the Galveston County Policy & Procedures for Towing Companies and Tow Truck Operations.
- b. Galveston County Administrative Fee: \$ 275.00 per vehicle.

- c. Apple Towing Co. agrees to retain the Galveston County administrative fee as compensation for the management, dispatch, towing, and storage of all vehicles authorized during the designated period and within designated Galveston County storage areas, as authorized by the Agency and any additional participating agencies.
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**5. Post-Event Storage**

- a. Any vehicle remaining in the storage yard on May 19, 2025, or before as directed, may be removed and transported by an authorized towing provider to an approved and authorized storage facility. The authorized towing provider removing the vehicle agrees to pay the originating tow fee to Apple Towing, unless they were the originating towing provider.
  - b. No second tow fee shall be charged for this relocation, nor will the second tow fee be charged to the customer if relocated.
  - c. The Agency also agrees to waive any administrative fee previously assessed. In addition, Apple Towing will also waive any expenses against this waived administrative fee.
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**6. Term Of Agreement**

This Agreement shall commence on May 15, 2025 and shall continue in force and effect until the end of the event on May 19, 2025 or extended by mutual agreement of the parties.

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**7. Liability**

Apple Towing Co. is an independent contractor, not an employee or agent of the Agency.

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**8. Indemnification**

Apple Towing Co. shall defend, indemnify, and hold harmless the Agency from any claims arising from the actions or omissions of Apple Towing Co., its employees, or subcontractors, in the performance of this Agreement.

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**9. Severability**

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such provision or invalidity without invalidating the remainder of the remaining provision of this Agreement.

**10. Assignment**

This Agreement may not be assigned by any party.

**11. Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

**12. Entire Agreement**

This Agreement embodies the entire agreement and understanding between the parties concerning the matters covered within the contract.

**13. Amendment**

This Agreement may be amended by mutual agreement between the parties.

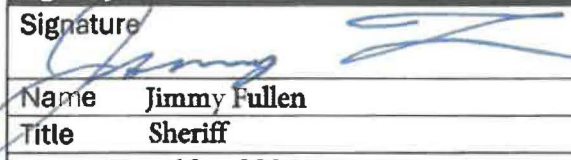
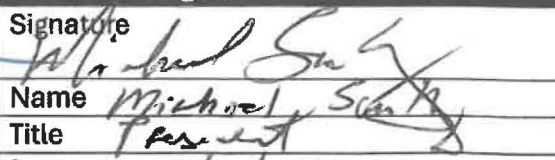
**14. Governing Law**


This Agreement shall be construed and enforced by and governed by the law of the State of Texas. The parties hereto agree that this Agreement was entered into and is performable in Galveston County, TX.

**15. Counterparts**

This Agreement may be executed in multiple original counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first written above.

Agency		Authorized Agent	
Signature		Signature	
Name	Jimmy Fullen	Name	Michael S. [unclear]
Title	Sheriff	Title	President
Date	May 12, 2025	Date	5/2/25

Signature:   
 Mark Henry, County Judge  
 Date: May 12, 2025

## EXHIBIT A

### **Rates and Fees**

- A. There will be no charge for initial application, records update, or annual renewal applications.
- B. This policy shall not regulate fees charged for consented tows. Such fees are set through policies of the towing company or negotiation between the consenting party and the towing company.
- C. Towing companies may charge the following maximum fees for non-consent tows:

1. Standard tow:	\$150.00
2. Motorcycle tow:	\$175.00
3. Heavy-Duty:	\$250.00 + \$150/hr or partial hr excluding tow time
4. Submerged Vehicle tow:	\$200.00 + \$150.00 per hour after 1st hour
5. Trailer with or w/o vehicle:	\$150
6. Boat with or w/o trailer:	\$150.00
7. Drop Fees:	\$127.00 Light Duty \$178.00 Medium Duty \$229.00 Per Unit \$458 Max for Heavy Duty

### **SPECIAL SERVICES**

1. Dolly Fee:	\$45.00 + Standard Tow
2. Ditch/Sand Pull:	\$65.00 + Standard Tow (if towed)
3. Rollover:	\$85.00 + Standard Tow (if towed)
4. Shift transmission under car:	\$20.00 + Standard Tow (if towed)
5. Remove Drive Shaft:	\$30.00 + Standard Tow (if towed)
6. Change Tire:	\$15.00 + Standard Tow (if towed)

### **OTHER FEES**

1. No Keys:	\$35.00 + Standard Tow (if towed)
2. Cleanup Fee:	\$35.00 + Standard Tow (if towed)
3. Storage:	\$5.00 - \$20.00/day for vehicle 25' in Length or less \$35.00/day for vehicle greater than 25' -Prices are including per partial day no matter the length
4. Services not Listed	\$150.00/hr Heavy duty \$75.00/hr All others
5. Impound Fee	\$10.00 (Protective measures)
6. Notification Fee	\$25 (per statute)

NOTE: Any fees not listed above may not exceed the maximum TDLR rates