



*City of Arts & Innovation*

# Safety, Wellness, and Youth Committee Memorandum

**TO: SAFETY, WELLNESS, AND  
YOUTH COMMITTEE**

**DATE: JUNE 18, 2025**

**FROM: POLICE DEPARTMENT**

**WARDS: ALL**

**SUBJECT: PROPOSED ORDINANCE AMENDING RIVERSIDE MUNICIPAL CODE CHAPTER 5.15 - REGULATION OF RIVERSIDE POLICE OFFICIAL POLICE TOW TRUCK SERVICE AND PROPOSED REVISIONS TO OFFICIAL POLICE TOW TRUCK SERVICE AGREEMENT TO CLARIFY DEFINITIONS, ELIMINATE UNNECESSARY VERBIAGE, CREATE CONSISTENCY BETWEEN CHAPTER 5.15 AND AGREEMENT, AND IMPLEMENT PROCEDURAL CHANGES TO IMPROVE OPERATIONAL EFFICIENCY**

## **ISSUES:**

Consider the proposed ordinance amending Riverside Municipal Code Chapter 5.15 – Regulation of Riverside Police Official Police Tow Truck Service and the proposed revisions to the Official Police Tow Truck Service Agreement to clarify definitions, eliminate unnecessary verbiage, create consistency between Riverside Municipal Code Chapter 5.15 and the Official Police Tow Truck Service Agreement, and implement procedural changes to improve operational efficiency, and recommend that the City Council adopt the proposed ordinance and approve the proposed revisions to the Official Police Tow Truck Service Agreement.

## **RECOMMENDATIONS:**

That the Safety, Wellness, and Youth Committee:

1. Receive and discuss this report summarizing the proposed ordinance amending Riverside Municipal Code Chapter 5.15 and the proposed revisions to the Official Police Tow Truck Service Agreement;
2. Recommend that the City Council adopt the proposed ordinance amending Riverside Municipal Code Chapter 5.15 – Regulation of Riverside Police Official Police Tow Truck to clarify definitions, eliminate unnecessary verbiage, create consistency between Chapter 5.15 and the Agreement, and implement procedural changes to improve operational efficiency; and
3. Recommend that the City Council approve the proposed revisions to the Official Police Tow Truck Service Agreement to clarify definitions, eliminate unnecessary verbiage, create consistency between Chapter 5.15 and the Agreement, and implement procedural changes to improve operational efficiency.

## **BACKGROUND:**

Riverside Municipal Code (RMC) Chapter 5.15 – Regulation of Riverside Police Official Police Tow Truck Service is the basis for the Official Police Tow Truck Service (OPTTS) Agreement by and between the City of Riverside and an Official Police Tow Service. An Official Police Tow Service is a towing company having a contractual relationship with the City of Riverside to provide towing services to the Police Department.

Official Police Tow Services having a contractual relationship with the City of Riverside on behalf of the Riverside Police Department (RPD) provide tow services in accordance with RMC Chapter 5.15 and pursuant to the terms of the OPTTS Agreement. RPD continually assesses the effectiveness of both RMC Chapter 5.15 and the OPTTS Agreement and proposes revisions as necessary for program improvement and efficiency. Recently a review was conducted to identify potential revisions.

As a result of the review, RPD is proposing revisions to RMC Chapter 5.15 and the OPTTS Agreement to clarify definitions, eliminate unnecessary verbiage, create consistency between RMC Chapter 5.15 and the OPTTS Agreement, and implement procedural changes designed to improve operational efficiency. If recommended by the Safety, Wellness, and Youth Committee and adopted by the City Council, the proposed revisions will be incorporated into RMC Chapter 5.15 and the OPTTS Agreement for application in January 2026 after conducting a competitive Request for Qualification (RFQ) process.

The initial term of the current OPTTS Agreements ended December 31, 2024. Six (6) Official Police Tow Services are now operating under the first of three (3) renewal terms of one (1) year each as provided for in the Agreement. The first renewal term ends December 31, 2025. RPD plans to issue a Request for Qualifications (RFQ) during the summer of 2025 seeking qualified tow companies with the goal of having new multi-year OPTTS Agreements in place effective January 1, 2026 with the proposed revisions included.

## **DISCUSSION:**

### **Proposed Amendments to RMC Chapter 5.15**

Throughout RMC Chapter 5.15, various terms, phrases, and sections were eliminated, revised, or added for clarification and for better alignment with language found in the OPTTS Agreement and/or the California Vehicle Code. For example, there were certain terms listed under the “definitions” section that were not referenced in either RMC Chapter 5.15 or the OPTTS Agreement and therefore were removed. Other proposed revisions include the following:

**RMC Section 5.15.095** - Language was added referencing the City’s current Schedule of Fees and Charges to ensure that RMC Chapter 5.15 is always in alignment with current per tow fee practices including, but not limited to, the practice of charging Official Police Tow Services a per-tow fee for performing a tow at the vehicle “owner’s request” and facilitated by RPD. Previously, Official Police Tow Services were not charged for tows completed under these circumstances.

**RMC Section 5.15.110** - Language was added to clarify that RPD incurs the cost of a vehicle given “evidence-stored” status, but the registered owner becomes responsible for storage fees once the vehicle’s “evidence-stored” status is removed and reasonable efforts

have been made to notify the registered owner.

**RMC Section 5.15.110** – Language was added requiring that the answering service provide weekly reports to RPD at the cost of each of the Official Police Tow Services by whom they are contracted. Currently the reports are provided monthly.

**RMC Section 5.15.145** - Language was modified to clarify the appeals and Tow Board hearing processes. An Official Police Tow Service can appeal disciplinary actions proposed to be taken against them by the RPD due to a “founded” complaint. Additionally, the RPD will be able to consider the conduct of the Official Police Tow Service during the current agreement term and any previous agreement terms. The RPD would no longer be restricted to considering conduct within the previous 12 months.

**RMC Section 5.15.150** – Language was revised to allow Official Police Tow Services to “pass” on a tow no more than two (2) times per month before being penalized. This equates to 24 times per year. “Passing” is when an Official Police Tow Service declines a request to tow a vehicle potentially leading to situations where RPD is not able to have a vehicle removed and occasionally occurs with low-value or no-value vehicles. Previous language allowed an Official Police Tow Service to pass up to 18 times per year before being penalized.

#### Proposed Revisions to the OPTTS Agreement

Revisions are also being proposed to the OPTTS Agreement to improve operational efficiency and maintain consistency between the Agreement and proposed changes to RMC Chapter 5.15. The proposed revisions to the OPTTS Agreement include the following:

- Various terms, phrases, and sections were eliminated, revised, or added for clarification and for better alignment with language found in RMC Chapter 5.15 and/or the California Vehicle Code.
- Clarification was added for what constitutes “good standing” and what type of conduct would potentially constitute a material breach of the OPTTS Agreement and could lead to disciplinary action vs. forfeiture of payment.
- Language was added to clarify who is subject to background investigations and to update grooming standards for tow truck operators.
- An Official Police Tow Service must bill for their services within 30-days of the service being conducted or forfeit payment.
- If an Official Police Tow Services lapses in their insurance coverage, then it can lead to their removal from the tow rotation until coverage is made current.
- City Council approved changes to the City’s Schedule of Fees and Charges will be passed on the Official Police Tow Service under the OPTTS Agreement.

The proposed revisions are specifically designed to improve operational efficiency and RPD’s ability to provide high quality public safety services to the community. There are six (6) Official Police Tow Services currently working under the existing OPTTS Agreement. RPD has reached

out to all of them to solicit their input regarding the potential revisions to RMC Chapter 5.15 and the OPTTS Agreement. The attached redline versions of RMC Chapter 5.15 and the OPTTS Agreement reflect the proposed revisions.

### **FISCAL IMPACT:**

The fiscal impact of the clarified language and the updated Fees & Charges will result in a small increase in revenue, however the exact tow counts and revenue estimates are unknown at this time.

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Approved by: Mike Futrell, City Manager  
Approved as to form: Rebecca McKee-Reimbold, Interim City Attorney

### Attachments:

1. Ordinance in Redline
2. Official Police Tow Truck Service Agreement in Redline
3. Presentation