

Chapter 5.15 - REGULATION OF RIVERSIDE POLICE OFFICIAL POLICE TOW TRUCK SERVICE

5.15.010 - Intent and purpose.

It is the intent of this chapter to prescribe the basic regulation for the operation of "official police towing service" in police emergency situations and in the removal of vehicles which are apparently abandoned, or involved in a collision, or which constitute an obstruction to traffic because of mechanical failure. It is the purpose of the City Council in enacting the ordinance codified in this chapter to provide a fair and impartial means of distributing requests for towing services among qualified firms, and to insure that such service is prompt and reasonably priced, and in the best interest of the public as well as the interest of efficient policing operations for the removal from public streets of such vehicles.

(Ord. 6965 §1, 2007; Ord. 6454 §2, 1998)

5.15.020 - Definitions.

*Approved Driver* means that the tow truck drivers and operators, (CVC 2431) have passed the Riverside Police Department review for criminal history and driver history screening. Approved Drivers are authorized to work for more than one contracted towing company upon notification to the Police Department for the additional employer(s).

*Attendant* or *operator* means a trained and/or qualified individual responsible for the operation of a tow car, tow truck or vehicle storage facility.

*Chief of Police* means the Chief of Police or the Chief's designee.

*Complaint* means a documented allegation against an official police tow service company which will be investigated. The types of complaints include but are not limited to allegations of discourteous service; unethical business practices; unsafe or improper handling of impounded, stored or evidence vehicles; overcharging for services; failure to meet maximum response time; unsafe towing equipment; violations of State or Federal Laws; violations of City Ordinances or of Municipal Codes; deficient facility security; deficient facility storage conditions; failure to perform according to, or to comply with any Towing Agreement or Contract; failure to keep required records; use of an unapproved driver; or failure to maintain insurance policies or policy endorsements.

*Finance Director* means position appointed by the City Manager and his charge of the administration of the financial affairs of the City of Riverside.

*Official police tow service* means a towing company having a contractual relationship with the City of Riverside to provide towing services to the Police Department. An official police tow service shall be used by the Police Department for any police emergency situation where a tow truck is required.

*Passing* is defined as refusing, for any reason, any tow assignment or call for service from the City or from the Riverside Police Department.

*Response time* is defined as the elapsed time between the relaying of the tow service request from the Riverside Police Department Dispatch to the towing company and arrival of the tow vehicle on the scene. Special circumstances may be eligible to negotiate acceptable response time.

*Revenue Division* means the City of Riverside Revenue Division of the Finance Department.

*Tow Board* means a board which shall consist of the Traffic Bureau Commander or his or her designee, and two additional Police Sergeants, excluding the Traffic Bureau Administrative Sergeant, each of whom shall be designated by the Chief of Police. The Tow Board shall enforce the *California Vehicle Code (CVC)*, Riverside Municipal Code *(RMC)*, the Official Police Tow Service written agreement with the Riverside Police Department, and regulations as they apply to the Official Police Tow Service. The Tow Board shall hear evidence from all parties and make *a disposition and disciplinary action determination* *determinations and enforce corrective actions, up to but not including cancellation of the Towing Agreement*, regarding complaints of misconduct, contractual violations, and violations of law concerning the Official Police Tow Service.

*Tow car or tow truck* means a motor vehicle which has been altered or designed and equipped for and exclusively used in the business of towing vehicles by means of a crane, tow bar, tow line, or dolly, or is otherwise exclusively used to render assistance to other vehicles.

*Vehicle Release* means the written authorization from a Riverside Police Department employee to release a towed vehicle - no verbal authorizations allowed - to release a towed vehicle.

(Ord [7452](#), § 2, 2019; Ord. 7106 §2, 2010; Ord. 6454 §2, 1998)

5.15.030 - Application.

The Riverside Police Department may require interested parties to complete a written application by any towing company expressing interest in becoming an official police tow service. Such application may require a physical inspection of the applicant's equipment and/or tow yard. Such application must be completed in its entirety before any tow company will be considered by the Riverside Police Department. The application will require each interested party's owner tow truck drivers and operators to successfully clear the clear the Riverside Police Department review for criminal history and driver history screening. (CVC 2431).

(Ord. 7106 §3, 2010)

5.15.080 - Agreements.

- A. Tow truck operators designated as an Official Police Tow Service as defined in Section 5.15.020 shall enter into an agreement with the City, which agreement shall contain eligibility requirements, operating regulations, and fee schedules as adopted by the City Council. Every Official Tow Service shall post in a conspicuous place in the interior of each tow truck operated by said Official Police Tow Service an approved rate schedule in a form and location approved by the Chief of Police.
- B. The terms of agreement are to be for two years with two one-year extensions thereafter. No person may have an ownership interest in more than one business entity designated as an official police tow service contracting with the City of Riverside
- C. No person may have an ownership interest in more than one business entity designated as an official police tow service contracting with the City of Riverside. The terms of agreement are to be for five years. The Police Department is to provide City Council with recommended list of towing contractors every five years.
- D. City of Riverside Tow Rates for services are to be the median of the surrounding similar- sized agencies. The Tow Rate schedule is subject to review and revision upon request of the City. The tow rates effective January 21, 2015 are:

<b>TYPE OF SERVICE</b>	<b>MAXIMUM APPROVED RATE</b>
STANDARD (CHP Class A)	\$233.00 (per hour, portal to portal)
MEDIUM DUTY (CHP Class B)	\$269.00 (per hour, portal to portal)
HEAVY DUTY (CHP Class C)	\$334.00 (per hour, portal to portal)
SUPER HEAVY DUTY (CHP Class D)	\$381.00 (per hour, portal to portal)
 <b>EXTRA LABOR AT THE SCENE</b> (Standard - CHP Class A only)	 <u>\$116.50 Per half hour, or portion thereof (after first 30 minutes)</u>
 <b>DOLLIES (if required)</b>	 <u>\$45.00 (no extra labor allowed)</u>
<b>VEHICLE STORAGE (OUTSIDE)</b>	<b>MAXIMUM APPROVED RATE</b>
STANDARD (CHP Class A)	\$50.00 (per vehicle per day)
MEDIUM DUTY (CHP Class B)	\$52.00 (per vehicle per day)
HEAVY DUTY (CHP Class C)	\$59.00 (per vehicle per day)

SUPER HEAVY DUTY (CHP Class D) \$59.00 (per vehicle per day)

<u>VEHICLE STORAGE (INSIDE)</u>	<u>MAXIMUM APPROVED RATE</u>
<u>STANDARD (CHP Class A)</u>	<u>\$54.00 (per vehicle per day)</u>
<u>MEDIUM DUTY (CHP Class B)</u>	<u>\$56.00 (per vehicle per day)</u>
<u>HEAVY DUTY (CHP Class C)</u>	<u>\$66.00 (per vehicle per day)</u>
<u>SUPER HEAVY DUTY (CHP Class D)</u>	<u>\$67.00 (per vehicle per day)</u>

<u>SPECIAL SERVICES</u>	<u>MAXIMUM APPROVED RATE</u>
<u>GATE FEE (after business hours/on weekends)</u>	<u>\$116.50</u>
<u>CVC Section 22658 (n)(2)(B): A gate fee may be charged for releasing a vehicle after normal business hours, weekends, and state holidays. However, the maximum hourly charge for releasing a vehicle after normal business hours shall be one-half of the hourly tow rate charged for initially towing the vehicle, or less.</u>	
<u>SERVICE CALLS</u>	<u>\$116.50 (first half hour)</u>
	<u>\$50.75 per quarter hour thereafter</u>

(Ord. 7190 §1, 2012; Ord. 7106 §4, 2010; Ord. 7038 §1, 2009; Ord. 6454 §2, 1998)

5.15.090 - License required.

Every Official Police Tow Service shall have a valid license to do business in the City of Riverside.

(Ord. 6454 §2, 1998)

5.15.095 - Per tow fee.

The Official Police Tow Service shall pay monthly to the City during the term of the agreement, a per tow fee. Terms and provisions for payment of the fee shall be in the agreement set forth in Sections 5.15.080.

The Riverside Police Department is responsible for paying the approved towing rate for towing services requested for transportation to and from Riverside Police Department facility.

The Riverside Police Department is responsible for paying for the approved towing rates for any vehicles towed to and subsequently released from Riverside Police Department locations which prevent the towing company from recovering service costs from the responsible party. If a vehicle is initially towed to a police station on an evidence hold and the vehicle is subsequently released from the station and not returned to the official police tow service, the City shall give that official police tow service two per tow fee credits.

The Riverside Police Department has a business need to lawfully remove no/low value (as defined by CVC §22670, §22851.2 & §22851.3) recreational vehicles from the public right of way. For the no/low value recreational vehicles that require destruction, the Riverside Police Department will reimburse up to \$40,000 per fiscal year for this service at the rate of \$1,500 per vehicle upon confirmation of the destruction.

(Ord. 7452, § 3, 2019; Ord. 6965 §2, 2007; Ord. 6454 §2, 1998)

**Editor's note**— Ord. No. 7452, § 2, adopted Jan. 15, 2019, amended § 5.15.095 and in so doing changed the title of said section from "Franchise fee" to "Per tow fee," as set out herein.

5.15.100 - Standards for tow truck equipment.

- A. Official police tow services shall provide towing equipment capable of providing for all of the following services or have immediate access to the required assets through a subcontracting agreement with another Riverside Police Department contracted towing company for:

1. Recovery trucks with an adjustable boom with at least five ton of lifting capacity.
2. Wheel lift towing.
3. Roll back/flatbed towing.
4. Towing in parking garages.
5. Towing from off-road areas.
6. Towing of large and oversized vehicles, including motorhomes.
7. Towing of motorcycles without causing additional damage.

B. All tow trucks shall be equipped as provided in the California Vehicle Code.

C. Official police tow services shall, at all times, have at least ~~three-one~~ fully equipped and operational tow trucks in service, and ~~three-one~~ approved drivers available to operate ~~them~~.

D. Every official police tow service shall be equipped for and have personnel proficient in unlocking locked vehicles when requested to do so by Riverside Police Department employees.

(Ord. 7190 §2, 2012; Ord. 6454 §2, 1998)

5.15.110 - Standard rules of operation.

A. All requests for towing service and the removal of traffic hazards shall be made through the Police Department. Official police tow services shall provide towing service when:

1. The owner or driver of a disabled vehicle requests or specifies a specific garage or tow service.
2. The owner or driver of a disabled vehicle is unable to or fails to specify a garage or tow service.
3. A disabled vehicle presents a hazard that renders any request by a driver or owner impractical.
4. A Police Department employee requests a towing service for the purposes of storing or impounding a vehicle, and the owner or driver is not present or not consulted due to an arrest.

B. 1. Official police tow service's business office shall be located within 150 feet from the storage yard and attended at all times for servicing the public and the City from 8:00 a.m. to 5:00 p.m., Monday through Friday, except for the following state holidays-of January 1, known as New Year's Day; third Monday in January known as Dr. Martin Luther King Jr.'s Birthday; third Monday in February, known as Washington's Birthday/President's Day; March 31, known as Cesar Chavez Day; last Monday in May, known as Memorial Day; July 4, known as Independence Day; first Monday in September, known as Labor Day; the second Monday in October, known as Columbus Day; November 11, known as Veteran's Day; fourth Thursday in November, known as Thanksgiving Day; and December 25, known as Christmas Day. If January 1, March 31, July 4, November 11, or December 25 fall upon a Sunday, the Monday following is a holiday and if they fall upon Saturday, the preceding Friday is a holiday. CVC 22658 (n)(2)(C) Official police tow service may comply with this provision on the day after Thanksgiving and Christmas Eve only by providing an on-call attendant provided that the attendant can respond to the lot in 45 minutes or less from the initial call and that no additional fees (commonly referred to as "late fees" or "Gate Fees") are charged to the person recovering the vehicle.

2. ~~Official police tow service may make an additional charge for after normal business hours release of vehicles as provided in the California Vehicle Code.~~

3. Official police tow service must be available to promptly respond 24 hours a day, seven days a week for all requests by the City for towing services.
4. Official police tow service shall release vehicles stored or impounded by the Police Department, pursuant to authorization provided by appropriate employees of the Police Department. Such authorization shall be in writing on a form provided by the Police Department.

5. A stored vehicle is any vehicle removed from a site and taken to the tow yard at the direction of a Police Department employee and, for which a Vehicle Report (currently, form CHP 180) is provided to the official police tow service or where such vehicle is involved in a traffic collision.
6. An impounded vehicle is any vehicle containing evidence of a criminal activity, or which in and of itself provides evidence of a criminal act, that is removed from a site and taken to the tow yard at the direction of a Police Department employee and for which a Vehicle Report (currently, form CHP 180) is provided to the official police tow service.
7. "HOLD" is a designation by the storing/impounding Police Department employee requesting a level of care above that generally accorded to stored or impounded vehicles. "HOLDS" expire ~~ten calendar days after the date of the tow, unless otherwise extended by upon a written release from a Police Department employee that modifies the "hold" status of the vehicle.~~
8. ~~The Riverside Police Department is responsible for changing the "Hold" status of a towed vehicle. Every official police tow service shall provide written notice to the Traffic Bureau Commander or his designee whenever a vehicle with a "HOLD" is stored in excess of 72 hours. Failure to provide written notification to the Traffic Bureau Commander or his designee shall result in forfeiture of official police tow service's right to storage fees. Riverside Police Department to pay the towing company \$1 per day after the initial 30 days for vehicle storage costs incurred due to the Riverside Police Department designation for "hold" or "evidence" vehicles.~~
9. All vehicles stored or impounded as a result of a tow ordered by the Police Department shall be made available to the owner of the vehicle or his representative, any insurance agent, insurance adjuster, or any body shop or car dealer, for the purpose of estimating or appraising damages, except vehicles with a "police hold".

C. *Removing hazards* . After being dispatched by the Police Department to the scene, the tow truck operator shall cooperate with the police officers in removing hazards and illegally parked vehicles as requested. It is the duty of the police officers to determine when such vehicle should be impounded or moved, and the tow truck operator shall abide by their decisions.

D. Each towing company shall comply with Section 27907 of the California Vehicle Code regarding signs on tow trucks.

E. The owners of towing companies participating in towing assignments by the Police Department shall be responsible for the acts of their employees while on duty. Towing company shall be responsible for damage to vehicles while in its possession caused by the active or passive negligence of the official police tow service.

F.

1. All towing company's records, equipment, and storage facilities will be subject to periodic checks by Police Department or other City investigators during normal business hours.
2. Throughout the term of this agreement, every official police tow service shall maintain all offices, storage facilities and equipment in a neat, clean and organized manner.
3. Every official police tow service shall provide access to employees of the City at any time during normal business hours, for the purpose of inspection or audit to determine that the objectives and conditions of this agreement are being fulfilled.

G. The official police towing services shall record its time in and it time out on every tow truck assignment. Such records shall be available and open to City examination.

H. All official police towing services shall submit a ~~daily (except holidays) electronic tow inventory information as directed by the Riverside Police Department Towing Contract Administrator, monthly report to the Chief of Police and Finance Director~~, which shall include the following:

1. Total police impounds;
2. Number of times dispatched by Riverside Police Department;
3. Number of these calls resulting in impounds;

4. Number of vehicles sold on lien sale under authority of Section 3072 Civil Code, ~~and reporting said lien sales as per authority of Section 22705 CVC~~;
5. Number of vehicles sold under authority of Section 3073, Civil Code;
- ~~6. Names and addresses of buyers and description of vehicles when sold;~~
7. Number of calls answered in which time beyond one hour was required to handle.

I. All official police towing services shall comply with the following communications requirements:

1. Official police tow service shall subscribe to an answering service used in common with all other official tow companies.
2. Official police tow service shall require the answering service to retain data and records relating to the City's requests for towing services on premises for the term of the contract.
3. Official police tow services shall require the answering service to promptly accept and relay requests for towing services made by the City. Failure or refusal to promptly relay the City's requests for towing services shall constitute failure to comply with the requirements, terms and conditions of this agreement and may result in termination of the agreement.
4. Official police tow services shall install and maintain at all times during the length of this agreement communications between their tow vehicle(s) and the official answering service. This communication may be either two-way radio or cellular telephone.
5. Official police tow service shall maintain a 24 hour per day communication contact with their tow vehicle(s).
6. Official police tow service shall maintain a 24 hour per day telephone service to receive calls from the public.

J. Official police tow service shall have a secure and environmentally safe vehicle storage facility with a minimum of 15,000 usable square feet with a minimum of ~~three-two~~ feet separation between each vehicle.

1. The vehicle storage facility must be located within one driving mile of the corporate City limits of the City of Riverside. ~~The vehicle storage facility to be used for the processing and potential destruction of low/no value motorhomes must be located within 10 driving miles of the corporate city limits of the City of Riverside.~~
2. The vehicle storage facility must be completely enclosed by a six foot high wall or fence with no holes, gaps or other unsecured openings, and a gate. All gates into the storage yard shall meet the same standards required of the wall or fence.
  - a. Any damage to walls, fences or gates which allow unauthorized access must be repaired within 24 hours.
3. The vehicle storage facility shall have adequate lighting, and comply with all applicable building codes, zoning regulations, environmental laws and regulations, and any and all the applicable laws, rules and regulations established by federal, state, county and/or city governments.
4. Inside Storage: The vehicle storage facility must have adequate storage facilities to provide storage of two vehicles, with a minimum of three feet separation between each vehicle-, within an enclosed area, totally protected from the weather, contamination or handling by unauthorized person(s).
  - a. The Police Department will designate when a vehicle is to be placed into inside storage and may place a seal on each door of the vehicle and/or door(s) of the impound facility. Vehicles placed into inside storage shall not be removed therefrom without authorization from the Police Department.

b. 5. The vehicle storage facility must provide an inspection area for authorized members of the Police Department. Such area shall have, at a minimum, a covered inspection area (roof) with a paved (concrete or asphalt) surface.

c. The indoor storage area may be used for other purposes when not required by the Riverside Police Department

65. No official police tow service shall perform any work upon any vehicle stored or impounded by the Police Department without first obtaining authorization from the Police Department and the registered owner of the vehicle.

76. Official police tow service shall not dispose of any impounded vehicle, through any process whatsoever, without first obtaining written authorization from the Police Department.

K. Official garages when disposing of unclaimed vehicles shall abide by all federal, state and local laws pertaining thereto.

L. All vehicles stored or impounded as a result of a tow ordered by the Police Department shall be towed directly to an official storage lot unless the Police Department or other person legally in charge of the vehicle requests that it be taken to some other location. Vehicle release fees shall be established by resolution of the City Council.

M. The Riverside Police Department review for Authorized Drivers will be completed and reported back to the Towing Companies within 10 business days after the receipt of the California Department of Justice live scan report.

N. The Riverside Police Department is to provide a 10-day advance email notification to all contracted tow operators advising the date and times for City Council Standing Committees and City Council meetings related to the changes to the Towing Ordinance.

M.O. Updates to the Riverside Municipal Code will necessitate a contract amendment for the towing agreements. Companies that do not sign and return the contract amendment within 60 days of receipt will forfeit the remainder of the agreement term.

(Ord. 7452, § 4, 2019; Ord. 7190 §3, 2012; Ord. 7106 §5, 2010; Ord. 7004 §1, 2008; Ord. 6965 §3, 2007; Ord. 6454 §2, 1998)

5.15.120 - Response time.

A. When it becomes evident that there will be a delay in responding to a request for towing service, the towing company shall advise the Police Department of this delay and the reason for the delay.

B. Official police tow service also agrees that the maximum response time for any single request for tow service by the Police Department shall not exceed 30 minutes for light duty or regular towing services and 45 minutes for heavy or special circumstance tow services.. Response time is defined as the elapsed time between the relaying of the tow service request to the answering service and arrival of the tow vehicle on the scene.

(Ord. 7452, § 5, 2019; Ord. 6965 §6, 2007; Ord. 6454 §2, 1998)

5.15.130 - Determination of official police tow service providing service.

A. 1. Official police tow service shall be placed on a "rotation list" in an initial order to be determined by the Police Department. The rotation list shall be used whenever a driver or owner of a disabled vehicle is unable to specify a particular garage or tow service, or whenever a Police Department employee stores or impounds a vehicle and the driver or owner is not present or is not consulted.

2. Official police tow service shall be called, in turn, in response to a Police Department request, and, when in turn, shall have exclusive right to provide service as follows:

- a. Official police tow service shall have preference to tow all vehicles from a specific scene, provided that official police tow service responds all equipment needed to accomplish the tows within the response time specified herein.
3. Whenever official tow service cannot respond all equipment needed to accomplish all tows at a specific scene within the response time specified herein, the next company on the rotation list shall be called to provide service to the remaining vehicle(s).
4. Whenever any official police tow service cannot, for any reason, respond any equipment needed to accomplish the requested service within the response time specified herein, the official police tow service shall be passed over and the next company on the rotation list will be called. The official police tow service shall become eligible to provide service again only in its next turn in rotation.
5. Exception: whenever the driver or owner of a disabled vehicle specifies a particular club, association or tow service be called to provide service, such calls shall not constitute a "rotation" call.
6. Exception: whenever a Police Department employee determines that an emergency exists because official police tow service is unable, for any reason, to provide adequate tow service, the Police Department employee shall have the right to have such duties performed by any other means available.
7. For purpose of determining response, the City shall be divided into geographical service areas, as determined by the Police Department. The City reserves the right to determine the number of and right to alter the boundaries of any service area ~~or to divide service areas further to create additional service areas. Official police tow service shall be placed into only one area, as determined by the Police Department.~~

(Ord. 7106 §6, 2010; Ord. 6965 §7, 2007; Ord. 6454 §2, 1998)

5.15.140 - Grounds for cancellation, revocation or suspension.

The contractual agreement shall be subject to cancellation, revocation or suspension by the Riverside Police Department either as a whole or as to any person or vehicle described therein. The procedure for such cancellation, revocation or suspension is set forth herein as Section 5.15.145. The contract can be revoked, cancelled, or suspended for any of the following reasons:

- A. Nonpayment of any City business license fees or other fees provided in the contract or by the Riverside Municipal code;
- B. Breach of any rules, regulations, or conditions set forth in the contract or the Riverside Municipal Code;
- C. For the violation of any federal, state or local law by the contract holder, any person having any ownership interest in the official police tow service or any employee of the official police tow service;
- D. For failure to maintain a satisfactory level of service to the police or public;
- E. For failure to keep any such vehicle in safe condition and good repair;
- F. For failure to use distinctive coloring, monogram, or insignia;
- G. For any deviation from the schedule of rates set forth in the contract;
- H. Passing on a tow assignment three or more times in any calendar month. "Passing" is defined as refusing, for any reason, any tow assignment from the Riverside Police Department.
- I. For any cause which the Riverside Police Department finds makes it contrary to the public interest, convenience, necessity, or general welfare for the contract to continue.

(Ord. [7452](#), § 6, 2019; Ord. 7106 §7, 2010; Ord. 6454 §2, 1998)

5.15.145 - Procedure for action against official police tow service.

- A. Complaints and/or allegations of violations of the Riverside Municipal Code or the contractual agreement with the Riverside Police Department will be ~~reviewed by assigned to the Contract Administrator to conduct an initial fact finding investigation for~~ the Traffic Bureau Administrative Sergeant, or designee. ~~A The Contract Administrator will send a~~ copy of the complaint, ~~the recommended action to be taken against the towing contract~~, and a letter requiring a response, within ~~five ten~~ business days, ~~will be sent~~ to the effected Official Police Tow Service owner(s). (No notice shall be sent or delivered if it is determined that notification will impede or interfere with law enforcement investigations.)
- B. The Official Police Tow Service may respond in writing to the complaint within ~~five ten~~ business days ~~from of~~ the date on the accompanying letter. Failure to respond within ~~five 10~~ business days will result in the Traffic Bureau Administrative Sergeant or ~~his their~~ designee making a ~~decision determination to on~~ the complaint based on the information available.
- C. The Traffic Bureau Administrative Sergeant or designee will consider all the evidence available and assign a recommended disposition to the complaint. The disposition categories are:
  - 1. ~~—Unfounded: Incident did not occur or did occur but was lawful and within the terms of this agreement.~~
  - 2. ~~—Inconclusive: Unable to determine if the incident did or did not occur, or unable to determine if the OPTS or its employee(s) are responsible.~~
  - 3. ~~—Founded: Incident occurred and was contrary to this agreement, City Ordinances, Municipal Codes, State Laws, or Federal Laws.~~
- D. ~~The Official Police Tow Service company and complainant will then be notified of the Traffic Bureau Administrative Sergeant's recommended disposition of the complaint and any recommended disciplinary action to be taken against the towing contract in writing within a reasonable time 10 business days.~~
- E. If the Traffic Bureau Administrative Sergeant or designee determines a complaint, violation of this agreement, or violation of the Riverside Municipal Code to be founded, the Riverside Police Department Tow Board ("Tow Board") will ~~set a meeting within 20 days hold a hearing to discuss the concern hear evidence from with all parties and make a disposition and to determine the action to be taken against the towing contract disciplinary action determination regarding complaints of misconduct, contractual violations, and violations of law concerning the Official Police Tow Service.~~ The Official Police Tow Service will be provided with written notice of the Tow Board hearing date, time and location at least ten business days before the hearing date.
- F. The Traffic Bureau Administrative Sergeant or designee will present the facts and a recommendation for disposition and ~~disciplinary~~ action to be taken against the towing contract, up to and including suspension and/or termination, taking into consideration the number of prior violations/complaints and the egregiousness of each within the last 12 month period. The Official Police Tow Service company will be provided the opportunity at the Tow Board hearing to respond to the allegations and to present information ~~relevant to the Official Police Tow Service' defense.~~
- G. The Tow Board will review the facts, any evidence presented, and the recommendations. The Tow Board will either concur with the recommended disposition and/or discipline, or determine another course of action.
- H. If the Tow Board arrives at a decision to issue ~~a written reprimand action against the towing contract~~, the Official Police Tow Service shall be notified in writing after the hearing. ~~and the~~ Tow Board ~~decisions, up to termination of the contract, are 's decision is~~ final.
- I. ~~If the Tow Board arrives at a decision to suspend or terminate the services of an Official Police Tow Service, the decision will be forwarded as a recommendation to the Field Operations Captain. If the Tow Board arrives at a decision to terminate the contract, the Tow Service contractor may appeal this~~

decision to the City Manager or designee. The determination of the City Manager, or designee, is final.

1. If the Field Operations Captain concurs with the decision to suspend an Official Police Tow Service, the company will be notified in writing of the impending disciplinary action and the right to appeal to the Chief of Police or his designee.
2. If the Field Operations Captain concurs with the decision to terminate a contract with an Official Police Tow Service, the company will be notified in writing of the impending disciplinary action and the right to appeal to the Public Safety Committee.

J. If the Official Police Tow Service exercises the right to appeal, a request for an appeal hearing must be made in writing to the Riverside Police Department Traffic Bureau Commander or designee within five business days after receiving the notice to suspend or terminate towing services.

1. Upon receiving a request for an appeal regarding a suspension, the Chief of Police will set a hearing date within ten business days. The scope of the appeal hearing pursuant to this section shall be limited to those issues raised by Official Police Tow Service in the written appeal. The Official Police Tow Service will be given written notice at least ten business days before the hearing date. This notice will include the date, time, and place of the hearing. The hearing may take place at an earlier date, if all parties agree. Within a reasonable time after the conclusion of the appeal hearing, the Chief of Police or his designee shall make a finding as to any disciplinary action to be taken against Official Police Tow Service (other than termination) and notify Official Police Tow Service in writing of his finding. All findings of the Chief of Police are final.
2. Upon receiving a request for an appeal regarding a termination of an Official Police Tow Service contract, the Riverside Police Department will request that a hearing be conducted by the Public Safety Committee at its next available public meeting. The scope of the appeal hearing pursuant to this section shall be limited to those issues raised by Official Police Tow Service in the written appeal. The Official Police Tow Service will be given written notice at least ten business days before the hearing date. This notice will include the date, time, and place of the hearing. Within a reasonable time after the conclusion of the appeal hearing, the Public Safety Committee shall make any finding regarding any termination of any Official Police Tow Service Agreement and notify the Official Police Tow Service in writing of its finding. All findings of the Public Safety Committee are final.

(Ord. [7452](#), § 7, 2019; Ord. 7106 §8, 2010; Ord. 6965 §8, 2007; Ord. 6454 §2, 1998)

5.15.150 - Penalties for passing on a call for tow service.

Towing companies retain the right to pre-emptively remove their companies from the towing rotation cycles. By remaining on the rotation list, each company agrees to be available for Police Department towing needs. For companies that receive a call for service but pass on the request for any reason, the following penalties shall be imposed for passing on a call for tow service:

- A. First offense in a 30 rotating calendar days: Three day suspension from the tow rotation.
- B. Second offense within 30 calendar days of the first offence: Seven day suspension from the tow rotation.
- C. Third offense (and any other pass thereafter) within 30 calendar days of a second offence: 30 days suspension from the tow rotation.

(Ord. [7452](#), § 8, 2019)

**Editor's note**— Ord. [7452](#), § 8, adopted Jan. 15, 2019, repealed § 5.15.150 and enacted a new section as set out herein. Former § 5.15.150 pertained to liquidated damages and derived from Ord. 6454, § 2, adopted in 1998 and Ord. 7106, § 9, adopted in 2010.