

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF RIVERSIDE, CALIFORNIA,
AMENDING CHAPTER 5.15 OF THE RIVERSIDE MUNICIPAL CODE
ENTITLED REGULATION OF RIVERSIDE POLICE OFFICIAL POLICE
TOW TRUCK SERVICE.

The City Council of the City of Riverside does ordain as follows:

Section 1: The Table of Contents of Chapter 5.15 entitled Regulation of Riverside Police Official Police Tow Truck Service is hereby amended as follows:

“Chapter 5.15

REGULATION OF RIVERSIDE POLICE OFFICIAL POLICE TOW TRUCK SERVICE

Sections:

- 5.15.010 Intent and Purpose.
- 5.15.020 Definitions.
- 5.15.030 Application.
- 5.15.080 Agreements.
- 5.15.090 License required.
- 5.15.095 Franchise Per tow fee.
- 5.15.100 Standards for tow truck equipment.
- 5.15.110 Standard rules of operation.
- 5.15.120 Response time.
- 5.15.130 Determination of official police tow service providing service.
- 5.15.140 Grounds for cancellation, revocation or suspension.
- 5.15.145 Procedure for action against official police tow service.
- 5.15.150 Liquidated damages.Penalties for passing on a call for service.”

Section 2: Section 5.15.020 of the Riverside Municipal Code entitled Definitions is hereby amended to add the following:

“5.15.020 - Definitions.

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.

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 Riverside Municipal Code, 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 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.”

Section 3: Section 5.15.095 of the Riverside Municipal Code entitled Franchise fee is hereby amended to add the following:

“5.15.095 – Franchise Per tow fee.

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

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 (2) franchise per tow fee credits.”

Section 4: Sections 5.15.110B.4. and 5.15.110J of the Riverside Municipal Code entitled Standard rules of operation are hereby amended as follows:

1 **“5.15.110 - Standard rules of operation.**

2

3 B.4. Official police tow service shall release vehicles stored or impounded by the Police
4 Department, pursuant to authorization provided by appropriate employees of the Police Department.
5 Such authorization shall be in writing on a form provided by the Police Department.~~or may be given~~
6 ~~verbally by employees authorized by the Department to provide verbal releases.~~

7

8 J. Official police tow service shall have a secure and environmentally safe vehicle storage
9 facility with a minimum of 15,000 usable square feet with a minimum of ~~two~~three (3) feet separation
10 between each vehicle.”

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12 Section 5: Section 5.15.120B of the Riverside Municipal Code entitled Response time is
13 hereby amended as follows:

14 **“5.15.120 - Response time.**

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16 B. ~~Official police tow services agree that, for any 30 day period, the average response time~~
17 ~~pursuant to requests for tow service by the Police Department, shall not exceed 20 minutes.~~ Official
18 police tow service also agrees that the maximum response time for any single request for tow service
19 by the Police Department shall not exceed 30 minutes. Response time is defined as the elapsed time
20 between the relaying of the tow service request to the answering service and arrival of the tow vehicle
21 on the scene.”

22 Section 6: Section 5.15.140 of the Riverside Municipal Code entitled Grounds for
23 cancellation, revocation, or suspension is amended as follows:

24 **“5.15.140 - Grounds for cancellation, revocation or suspension.**

25 The contractual agreement shall be subject to cancellation, revocation or suspension by the
26 ~~Deputy Chief of Police~~Riverside Police Department either as a whole or as to any person or vehicle
27 described therein. The procedure for such cancellation, revocation or suspension is set forth herein as
28 Section 5.15.145. The contract ~~holder shall be given five days' notice to appear before the Traffic~~

1 Bureau Commander to show cause why the contract should not be can be revoked, cancelled, or
2 suspended for any of the following reasons:"

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4 Section 7: Section 5.15.145 of the Riverside Municipal Code entitled Procedure for action
5 against official police tow service is hereby repealed in its entirety and replaced with the following:

6 **"5.15.145 - Procedure for action against official police tow service.**

7 A. For equipment violations or business omissions, where the Police Department desires to
8 provide official police tow service the opportunity to correct such violations or omissions the Traffic
9 Bureau Commander or his designee, may suspend official tow service from providing service for a
10 period of time, not to exceed five calendar days. Such suspension shall not be considered punitive and
11 shall be for the specific purpose of providing official police tow service time to correct specified
12 violations or omissions.

13 B. For substantive violations of the agreement between the official police tow service and
14 the City of Riverside, where the Police Department intends to take punitive action against official
15 police tow service, the Traffic Bureau Commander, or his designee, may suspend official police tow
16 service from providing service for a period of time, not to exceed ten days, in preparation for a hearing.

17 C. The Traffic Bureau Commander, or his designee, shall conduct such hearing and may
18 receive information from any source deemed relevant to the inquiry.

19 D. The purpose of the hearing shall be to determine the factual basis of the allegation(s)
20 against the official police tow service.

21 1. The hearing shall be informal in nature.
22 2. Formal rules of evidence (California Evidence Code and/or the Federal Rules of
23 Evidence) shall not apply.

24 3. Official police tow service shall have the opportunity to respond to the allegations and
25 present information relevant to official police tow service's defense.

26 4. At the conclusion of the hearing or within a reasonable time thereafter, the Traffic Bureau
27 Commander, or his designee, shall make a finding as to whether the allegation(s) are "Founded" or
28 "Unfounded".

1 5. Upon a finding the allegation(s) are "Founded" the Traffic Bureau Commander, or his
2 designee, shall so advise the Deputy Chief of Police. The Deputy Chief of Police shall determine the
3 appropriate sanction to be taken against the official police tow service.

4 a. The Deputy Chief of Police may extend the suspension of official police tow service for
5 a period of time, not to exceed 30 additional days, or;

6 b. Permanently remove official police tow service from providing service in response to
7 Police Department request.

8 6. The Deputy Chief of Police, or his designee shall notify official police tow service of his
9 finding and/or sanction to be imposed in person, by registered mail, or by written notice hand delivered
10 to official police tow service's business office.

11 7. Official police tow service may appeal the finding of, or the sanction imposed by, the
12 Deputy Chief of Police to the Chief of Police.

13 8. An appeal hearing must be requested within ten days. At the conclusion of the appeal
14 hearing or within a reasonable time thereafter, the Chief of Police shall make a finding as to the
15 imposed sanction. All findings of the Chief of Police are final.

16 A. Complaints and/or allegations of violations of the Riverside Municipal Code or the
17 contractual agreement with the Riverside Police Department will be assigned to the Contract
18 Administrator to conduct an initial fact finding investigation for the Traffic Bureau Administrative
19 Sergeant. The Contract Administrator will send a copy of the complaint and a letter requiring a
20 response, within five (5) business days, to the effected Official Police Tow Service owner(s). (No
21 notice shall be sent or delivered if it is determined that notification will impede or interfere with law
22 enforcement investigations.)

23 B. The Official Police Tow Service may respond in writing to the complaint within five
24 (5) business days of the date on the accompanying letter. Failure to respond within five (5) business
25 days will result in the Traffic Bureau Administrative Sergeant or his designee making a decision to
26 the complaint based on the information available.

27 C. The Traffic Bureau Administrative Sergeant or designee will consider all the evidence
28 available and assign a recommended disposition to the complaint. The disposition categories are:

1 1. Unfounded: Incident did not occur or did occur but was lawful and within the terms of
2 this Agreement.

3 2. Inconclusive: Unable to determine if the incident did or did not occur, or unable to
4 determine if the OPTS or its employee(s) are responsible.

5 3. Founded: Incident occurred and was contrary to this Agreement, City Ordinances,
6 Municipal Codes, State Laws, or Federal Laws.

7 D. The Official Police Tow Service and complainant will then be notified of the Traffic
8 Bureau Administrative Sergeant's recommended disposition of the complaint and any recommended
9 disciplinary action in writing within a reasonable time.

10 E. If the Traffic Bureau Administrative Sergeant or designee determines a complaint,
11 violation of this Agreement, or violation of the Riverside Municipal Code to be founded, the Riverside
12 Police Department Tow Board ("Tow Board") will hold a hearing to hear evidence from all parties
13 and make a disposition and disciplinary action determination regarding complaints of misconduct,
14 contractual violations, and violations of law concerning the Official Police Tow Service. The Official
15 Police Tow Service will be provided with written notice of the Tow Board hearing date, time and
16 location at least ten (10) business days before the hearing date.

17 F. The Traffic Bureau Administrative Sergeant or designee will present the facts and a
18 recommendation for disposition and disciplinary action up to and including suspension and/or
19 termination, taking into consideration the number of prior violations/complaints and the egregiousness
20 of each within the last twelve month period. The Official Police Tow Service will be provided the
21 opportunity at the Tow Board hearing to respond to the allegations and to present information relevant
22 to the Official Police Tow Service' defense.

23 G. The Tow Board will review the facts, any evidence presented, and the
24 recommendations. The Tow Board will either concur with the recommended disposition and/or
25 discipline, or determine another course of action.

26 H. If the Tow Board arrives at a decision to issue a written reprimand, the Official Police
27 Tow Service shall be notified in writing after the hearing and the Tow Board's decision is final.

1 I. If the Tow Board arrives at a decision to suspend or terminate the services of an Official
2 Police Tow Service, the decision will be forwarded as a recommendation to the Field Operations
3 Captain.

4 i. If the Field Operations Captain concurs with the decision to suspend an Official
5 Police Tow Service, the company will be notified in writing of the impending
6 disciplinary action and the right to appeal to the Chief of Police or his designee.
7 ii. If the Field Operations Captain concurs with the decision to terminate a contract
8 with an Official Police Tow Service, the company will be notified in writing of
9 the impending disciplinary action and the right to appeal to the Public Safety
10 Committee.

11 J. If the Official Police Tow Service exercises the right to appeal, a request for an appeal
12 hearing must be made in writing to the Riverside Police Department Traffic Bureau Commander or
13 designee within five (5) business days after receiving the notice to suspend or terminate towing
14 services.

15 i. Upon receiving a request for an appeal regarding a suspension, the Chief of
16 Police will set a hearing date within ten (10) business days. The scope of the
17 appeal hearing pursuant to this Section shall be limited to those issues raised
18 by Official Police Tow Service in the written appeal. The Official Police Tow
19 Service will be given written notice at least ten (10) business days before the
20 hearing date. This notice will include the date, time, and place of the
21 hearing. The hearing may take place at an earlier date, if all parties agree.
22 Within a reasonable time after the conclusion of the appeal hearing, the Chief
23 of Police or his designee shall make a finding as to any disciplinary action to
24 be taken against Official Police Tow Service (other than termination) and
25 notify Official Police Tow Service in writing of his finding. All findings of
26 the Chief of Police are final.
27 ii. Upon receiving a request for an appeal regarding a termination of an Official
28 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 (10) 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.”

Section 8: Section 15.15.150 of the Riverside Municipal Code entitled Liquidated damages is hereby repealed in its entirety and replaced with the following:

“5.15.150 - ~~Liquidated damages~~ Penalties for passing on a call for tow service.

A. Official police tow services agree that official police tow services' failure to meet the average response time for any 30 day period, or failure to meet the maximum response time for any single request for tow service, will result in damages being sustained by the City. Such damages are, and will continue to be impracticable and extremely difficult to determine. Official police tow services agrees to pay the City \$500.00 each and every time official police tow services fails to meet the average response time requirements for any 30 calendar day period. Official police tow services agrees to pay the City \$200.00 each and every time official police tow services fails to meet the maximum response time for any single request for tow service by the Police Department. Official police tow services further agree that said sums are the minimum value of the costs and actual damages caused by failure of the official police tow services to complete service within the allotted time period. Such sum is a liquidated damage and shall not be construed as a penalty.”

The following penalties shall be imposed for passing on a call for tow service:

- A. 1st offense: 3 day suspension from the tow rotation.
- B. 2nd offense: 7 day suspension from the tow rotation.
- C. 3rd offense (and any other pass thereafter): 30 days suspension from the tow rotation.”

Section 9: The City Council has reviewed the matter and, based upon the facts and information contained in the staff reports, administrative record, and written and oral testimony, hereby finds that this ordinance is not subject to CEQA pursuant to Sections 15060(c)(2), 15060(c)(3) and/or 15061(b)(3) of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, in that it will not result in a direct or reasonably foreseeable indirect physical change in the environment nor have a significant impact on the environment.

Section 10: The City Clerk shall certify to the adoption of this ordinance and cause publication once in a newspaper of general circulation in accordance with Section 414 of the Charter of the City of Riverside. This ordinance shall become effective on the 30th day after the date of its adoption.

ADOPTED by the City Council this _____ day of _____, 20__.

WILLIAM R. BAILEY, III
Mayor of the City of Riverside

Attest:

COLLEEN J. NICOL
City Clerk of the City of Riverside

I, Colleen J. Nicol, City Clerk of the City of Riverside, California, hereby certify that the foregoing ordinance was duly and regularly introduced at a meeting of the City Council on the _____ day of _____, 2018, and that thereafter the said ordinance was duly and regularly adopted at a meeting of the City Council on the _____ day of _____, 20____, by the following vote, to wit:

Ayes:

Noes:

Absent:

Abstain:

1 IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the
2 City of Riverside, California, this _____ day of _____, 20___.
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City Clerk of the City of Riverside

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