

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 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 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

1 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.

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

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

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

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

10 *Tow Board* means a board which shall consist of the Traffic Bureau Commander or his or her
11 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
12 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
13 hear evidence from all parties and make a disposition and disciplinary action determination regarding
14 complaints of misconduct, contractual violations, and violations of law concerning the Official Police
Tow Service.

15 *Tow car or tow truck* means a motor vehicle which has been altered or designed and equipped
16 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.”

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

19 **“5.15.095 – Per tow fee.**

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

23 If a vehicle is initially towed to a police station on an evidence hold and the vehicle is
24 subsequently released from the station and not returned to the official police tow service, the City shall
25 give that official police tow service two (2) per tow fee credits.”

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

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

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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.

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

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

13 **“5.15.120 - Response time.**

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15 B. Official police tow service also agrees that the maximum response time for any single
16 request for tow service by the Police Department shall not exceed 30 minutes. Response time is defined
17 as the elapsed time between the relaying of the tow service request to the answering service and arrival
18 of the tow vehicle on the scene.”

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

21 **“5.15.140 - Grounds for cancellation, revocation or suspension.**

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

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

1 **“5.15.145 - Procedure for action against official police tow service.**

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

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

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

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

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

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

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

24 E. If the Traffic Bureau Administrative Sergeant or designee determines a complaint,
25 violation of this Agreement, or violation of the Riverside Municipal Code to be founded, the Riverside
26 Police Department Tow Board (“Tow Board”) will hold a hearing to hear evidence from all parties
27 and make a disposition and disciplinary action determination regarding complaints of misconduct,
28 contractual violations, and violations of law concerning the Official Police Tow Service. The Official

1 Police Tow Service will be provided with written notice of the Tow Board hearing date, time and
2 location at least ten (10) business days before the hearing date.

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

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

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

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

- 17 i. If the Field Operations Captain concurs with the decision to suspend an Official
18 Police Tow Service, the company will be notified in writing of the impending
19 disciplinary action and the right to appeal to the Chief of Police or his designee.
- 20 ii. If the Field Operations Captain concurs with the decision to terminate a contract
21 with an Official Police Tow Service, the company will be notified in writing of
22 the impending disciplinary action and the right to appeal to the Public Safety
23 Committee.

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

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- 1 i. Upon receiving a request for an appeal regarding a suspension, the Chief of
2 Police will set a hearing date within ten (10) business days. The scope of the
3 appeal hearing pursuant to this Section shall be limited to those issues raised by
4 Official Police Tow Service in the written appeal. The Official Police Tow
5 Service will be given written notice at least ten (10) business days before the
6 hearing date. This notice will include the date, time, and place of the
7 hearing. The hearing may take place at an earlier date, if all parties agree.
8 Within a reasonable time after the conclusion of the appeal hearing, the Chief
9 of Police or his designee shall make a finding as to any disciplinary action to be
10 taken against Official Police Tow Service (other than termination) and notify
11 Official Police Tow Service in writing of his finding. All findings of the Chief
12 of Police are final.
- 13 ii. Upon receiving a request for an appeal regarding a termination of an Official
14 Police Tow Service contract, the Riverside Police Department will request that
15 a hearing be conducted by the Public Safety Committee at its next available
16 public meeting. The scope of the appeal hearing pursuant to this Section shall
17 be limited to those issues raised by Official Police Tow Service in the written
18 appeal. The Official Police Tow Service will be given written notice at least ten
19 (10) business days before the hearing date. This notice will include the date,
20 time, and place of the hearing. Within a reasonable time after the conclusion of
21 the appeal hearing, the Public Safety Committee shall make any finding
22 regarding any termination of any Official Police Tow Service Agreement and
23 notify the Official Police Tow Service in writing of its finding. All findings of
24 the Public Safety Committee are final.”

25 Section 8: Section 15.15.150 of the Riverside Municipal Code entitled Liquidated
26 damages is hereby repealed in its entirety and replaced with the following:
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“5.15.150 - Penalties for passing on a call for tow service.

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

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

6 Ayes:

7 Noes:

8 Absent:

9 Abstain:

10 IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the
11 City of Riverside, California, this _____ day of _____, 20____.

12 _____
13 City Clerk of the City of Riverside

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