

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: Section 5.15.020 of the Riverside Municipal Code entitled Definitions, is hereby amended as follows:

**“5.15.020 - Definitions.**

Approved Driver means that the Attendant or operator has passed the Police Department review for criminal history and driver history screening (California Vehicle Code § 2431). Approved Drivers are authorized to work for more than one contracted towing company upon notification to the Police Department of the additional employer(s) and Police Department approval.

*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. All references in this Chapter to “towing company” or “towing companies” shall mean Official police tow service(s).

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

Person means a natural person, corporation, government or governmental subdivision or agency, business trust, estate, trust, partnership, limited liability company, association, or other entity.

1 Police Department means the Riverside Police Department.

2 Response Time is defined as the elapsed time between the relaying of the tow service request  
3 from the Police Department dispatch to the Office police tow service and arrival of the tow vehicle on  
4 the scene.

5 ~~Revenue Division means the City of Riverside Revenue Division of the Finance Department.~~

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

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

20 Vehicle Release means the written authorization from a Police Department employee to release  
21 a towed vehicle; all such authorizations must be in writing, and verbal authorizations shall not be  
22 permitted.”

23 Section 2: Section 5.15.030 of the Riverside Municipal Code entitled Application, is  
24 hereby amended as follows:

25 **“5.15.030 – Application.**

26 The Riverside Police Department may require interested parties to complete a written  
27 application by any towing company expressing interest in becoming an official police tow service.  
28 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 shall require each interested party’s Attendant or  
operator to successfully clear the Police Department review for criminal history and driver history  
screen (California Vehicle Code § 2431).”

Section 3: Section 5.15.080 of the Riverside Municipal Code entitled Agreements is  
hereby amended as follows:

1       **“5.15.080 – Agreements and Tow Rates.**

- 2       A.     Tow truck operators designated as an Official Police Tow Service as defined in Section  
3             5.15.020 shall enter into an agreement with the City, which agreement shall contain  
4             eligibility requirements, operating regulations, and fee schedules as adopted by the City  
5             Council. Every Official Tow Service shall post in a conspicuous place in the interior of  
6             each tow truck operated by said Official Police Tow Service an approved rate schedule  
7             in a form and location approved by the Chief of Police.
- 8       B.     The terms of agreement are to be for ~~two~~three-years with two one-year extensions  
9             thereafter.
- 10      C.     No person may have an ownership interest in more than one business entity designated  
11             as an official police tow service contracting with the City of Riverside.
- 12      D.     An Official Police Tow Service shall not assign, sell, or otherwise transfer any of its  
13             obligations, rights, benefits, or other interest it may have under its agreement with the  
14             City (including, but not limited to, ownership of stock, partnership interests, or tenancy  
15             in Official Police Tow Service) to any other person or entity without first obtaining the  
16             express written consent of the City, which consent the City may withhold with or  
17             without cause in its sole discretion.
- 18      E.     City of Riverside Tow Rates for services shall be derived from tow rates that were  
19             effective January 21, 2015 and were adjusted for 8 percent cumulative U.S. inflation  
20             from 2016 through 2019. These effective tow rates may be adjusted biannually by the  
21             City, and are currently:

<b><u>TYPE OF SERVICE</u></b>	<b><u>MAXIMUM APPROVED RATE</u></b>
<u>STANDARD (CHP Class A)</u>	<u>\$252.00 (per hour portal to portal)</u>
<u>MEDIUM DUTY (CHP Class B)</u>	<u>\$291.00 (per hour portal to portal)</u>
<u>HEAVY DUTY (CHP Class C)</u>	<u>\$361.00 (per hour portal to portal)</u>
<u>SUPER HEAVY DUTY (CHP Class D)</u>	<u>\$412.00 (per hour portal to portal)</u>
<u>EXTRA LABOR AT THE SCENE</u> <u>(Standard – CHP Class A only)</u>	<u>\$126.00 per half hour, or portion thereof</u> <u>(after first 30 minutes)</u>
<u>DOLLIES (if required)</u>	<u>\$49.00 (no extra labor allowed)</u>
<b><u>VEHICLE STORAGE (OUTSIDE)</u></b>	<b><u>MAXIMUM APPROVED RATE</u></b>
<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>\$64.00 (per vehicle per day)</u>
<u>SUPER HEAVY DUTY (CHP Class D)</u>	<u>\$64.00 (per vehicle per day)</u>
<u>VEHICLE STORAGE (INSIDE)</u>	<u>MAXIMUM APPROVED RATE</u>
<u>STANDARD (CHP Class A)</u>	<u>\$58.00 (per vehicle per day)</u>
<u>MEDIUM DUTY (CHP Class B)</u>	<u>\$61.00 (per vehicle per day)</u>
<u>HEAVY DUTY (CHP Class C)</u>	<u>\$71.00 (per vehicle per day)</u>
<u>SUPER HEAVY DUTY (CHP Class D)</u>	<u>\$72.00 (per vehicle per day)</u>
<u>SPECIAL SERVICES</u>	
<u>GATE FEE (after business hours/on weekends)</u>	<u>\$126.00</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>\$126.00 (first half hour)</u> <u>\$55.00 per quarter hour thereafter</u>

F. The Police Department has a business need to lawfully remove no/low value recreational vehicles (as defined by C.V.C. §§ 362, 22670, 22851.2, 22851.3) from the public right of way. For no/low value recreational vehicles that require destruction, the Police Department shall, subject to availability of funds, reimburse for this service at the rate of up to \$1,500.00 per vehicle upon confirmation of destruction.

Section 4: Section 5.15.095 of the Riverside Municipal Code entitled Per tow fee is hereby amended to delete the following:

**“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.~~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.”~~

Section 5: Section 5.15.100 of the Riverside Municipal Code entitled Standards for tow truck equipment is hereby amended to add and delete the following:

1  
2 **“5.15.100 – Standards for tow truck equipment.**

3 A. Official police tow services shall provide towing equipment capable of providing for all  
4 of the following services or have immediate access to the required assets through a City-approved  
5 subcontracting agreement with another Official police tow service for:

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

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

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

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

19 Section 6: Section 5.15.110 of the Riverside Municipal Code entitled Standard rules of  
20 operation, is hereby amended as follows:

21 **“5.15.110 - Standard rules of operation.**

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

- 24 1. The owner or driver of a disabled vehicle requests or specifies a specific garage  
25 or tow service.  
26 2. The owner or driver of a disabled vehicle is unable to or fails to specify a garage  
27 or tow service.  
28

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 (California Vehicle Code § 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") 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.

- 1 4. Official police tow service shall release vehicles stored or impounded by the  
2 Police Department, pursuant to authorization provided by appropriate  
3 employees of the Police Department. Such authorization shall be in writing on  
4 a form provided by the Police Department.
- 5 5. A stored vehicle is any vehicle removed from a site and taken to the tow yard  
6 at the direction of a Police Department employee and, for which a Vehicle  
7 Report (currently, form CHP 180) is provided to the official police tow service  
8 or where such vehicle is involved in a traffic collision.
- 9 6. An impounded vehicle is any vehicle containing evidence of a criminal activity,  
10 or which in and of itself provides evidence of a criminal act, that is removed  
11 from a site and taken to the tow yard at the direction of a Police Department  
12 employee and for which a Vehicle Report (currently, form CHP 180) is  
13 provided to the official police tow service.
- 14 ~~7. "HOLD" is a designation by the storing/impounding Police Department employee~~  
15 ~~requesting a level of care above that generally accorded to stored or impounded~~  
16 ~~vehicles. "HOLDS" expire ten calendar days after the date of the tow, unless~~  
17 ~~otherwise extended by a Police Department employee.~~
- 18 ~~78. Every official police tow service shall provide written notice to the Traffic~~  
19 ~~Bureau Commander or his designee whenever a vehicle with a "HOLD" is~~  
20 ~~stored in excess of 72 hours. Failure to provide written notification to the Traffic~~  
21 ~~Bureau Commander or his designee shall result in forfeiture of official police~~  
22 ~~tow service's right to storage fees. The Police Department shall have sole~~  
23 ~~authority for changing the "Hold" status of a towed vehicle. The Police~~  
24 ~~Department shall pay the Official police tow service \$1.00 per day after the~~  
25 ~~initial 30 days for vehicle storage costs incurred due to the Police Department~~  
26 ~~designation for "hold" or "evidence" vehicles.~~
- 27 89. All vehicles stored or impounded as a result of a tow ordered by the Police  
28 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

1 dealer, for the purpose of estimating or appraising damages, except vehicles  
2 with a "police hold".

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

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

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

13 F. 1. All towing ~~company's~~companies' records, equipment, and storage facilities will  
14 be subject to periodic checks by Police Department or other City investigators  
15 during normal business hours.

16 2. Throughout the term of this agreement, every official police tow service shall  
17 maintain all offices, storage facilities and equipment in a neat, clean and  
18 organized manner.

19 3. Every official police tow service shall provide access to employees of the City at  
20 any time during normal business hours, for the purpose of inspection or audit to  
21 determine that the objectives and conditions of this agreement are being fulfilled.

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

24 H. All official police towing services shall submit a daily (except holidays and weekends)  
25 electronic tow inventory report to the Riverside Police Department Towing Contract Administrator.  
26 These daily reports shall be submitted no later than 9:00 a.m. and must include all of the following  
27 information addressing all City-generated tows and/or calls for service that occurred during the  
28 preceding twenty-four (24) hour period: ~~a monthly report to the Chief of Police and Finance Director,~~  
which shall include the following:

1. ~~Total police impounds;~~Date of tow;
2. ~~Number of times dispatched by Riverside Police Department;~~Tow driver name;
3. ~~Number of these calls resulting in impounds;~~ File/ Incident Number;
  - a. If no File/ Incident Number is available, then the official police towing service must provide the location from which the vehicle was towed;
4. ~~Number of vehicles sold on lien sale under authority of Section 3072 Civil Code~~Storage Authority Code listed on the State of California Vehicle Report, and reporting said lien sales as per authority of Section 22705 CVC;;
  - a. If no Vehicle Report was received, and the vehicle was towed at the vehicle owner's request, such information shall be provided instead;
5. License plate number affixed to the towed vehicle~~Number of vehicles sold under authority of Section 3073, Civil Code;~~
- ~~6. Names and addresses of buyers and description of vehicles when sold;~~
- ~~67. Number of calls answered in which time beyond one hour was required to handle~~Vehicle Identification Number (VIN) affixed to the towed vehicle;-
7. Vehicle Color;
8. Vehicle Make;
9. Vehicle Model;
10. Salvage Slip Request;
11. Evidence Vehicle Notification;
12. Date Vehicle was released and/or sold from the tow yard;
13. Name of person and/or company vehicle was released and/or sold to;
14. Address of person and/or company vehicle was released and/or sold to.
- I. All official police towing services shall maintain a log to document the date, time, name, agency, agency identification number, and purpose of all person(s) entering the evidence hold storage area.
  1. The Riverside Police Department Towing Contract Administrator shall provide in advance to each official police towing service a list of all persons authorized to access the evidence storage area.

1        J. All official police towing services shall comply with the following communications  
2 requirements:

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

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

- 24           1. The vehicle storage facility must be located within one driving mile of the  
25 corporate City limits of the City of Riverside. The vehicle storage facility to be  
26 used for the processing and potential destruction of low/no value recreational  
27 vehicles must be located within 10 driving miles of the corporate city limits of  
28 the City of Riverside.

- 1                   2.       The vehicle storage facility must be completely enclosed by a six foot high wall  
2                   or fence with no holes, gaps or other unsecured openings, and a gate. All gates  
3                   into the storage yard shall meet the same standards required of the wall or fence.  
4                   a.       Any damage to walls, fences or gates which allow unauthorized access  
5                   must be repaired within 24 hours.
- 6                   3.       The vehicle storage facility shall have adequate lighting, and comply with all  
7                   applicable building codes, zoning regulations, environmental laws and  
8                   regulations, and any and all the applicable laws, rules and regulations  
9                   established by federal, state, county and/or city governments.
- 10                  4.       Inside Storage: The vehicle storage facility must have adequate storage  
11                  facilities to provide storage of two vehicles, with a minimum of three feet  
12                  separation between each vehicle within an enclosed area, totally protected from  
13                  the weather, contamination or handling by unauthorized person(s).
- 14                  a.       The Police Department will designate when a vehicle is to be placed  
15                  into inside storage and may place a seal on each door of the vehicle  
16                  and/or door(s) of the impound facility. Vehicles placed into inside  
17                  storage shall not be removed therefrom without authorization from the  
18                  Police Department.
- 19                  **b5.**    The vehicle storage facility must provide an inspection area for  
20                  authorized members of the Police Department. Such area shall have, at  
21                  a minimum, a covered inspection area (roof) with a paved (concrete or  
22                  asphalt) surface.
- 23                  **c.**     The indoor storage area may be used for other purposes when not  
24                  required by the Police Department.
- 25                  **56.**    No official police tow service shall perform any work upon any vehicle stored  
26                  or impounded by the Police Department without first obtaining authorization  
27                  from the Police Department and the registered owner of the vehicle.



1           **“5.15.130 – Determination of official police tow service providing service.**

- 2           A.     1.       Official police tow service shall be placed on a "rotation list" ~~in an initial order~~  
3                           to be determined by the Police Department. The rotation list shall be used  
4                           whenever a driver or owner of a disabled vehicle is unable to specify a particular  
5                           garage or tow service, or whenever a Police Department employee stores or  
6                           impounds a vehicle and the driver or owner is not present or is not consulted.
- 7                   2.       Official police tow service shall be called, in turn, in response to a Police  
8                           Department request, and, when in turn, shall have exclusive right to provide  
9                           service as follows:
- 10                   a.       Official police tow service shall have preference to tow all vehicles from  
11                           a specific scene, provided that official police tow service responds all  
12                           equipment needed to accomplish the tows within the response time  
13                           specified herein.
- 14                   3.       Whenever official tow service cannot respond all equipment needed to  
15                           accomplish all tows at a specific scene within the response time specified  
16                           herein, the next company on the rotation list shall be called to provide service  
17                           to the remaining vehicle(s).
- 18                   4.       Whenever any official police tow service cannot, for any reason, respond any  
19                           equipment needed to accomplish the requested service within the response time  
20                           specified herein, the official police tow service shall be passed over and the next  
21                           company on the rotation list will be called. The official police tow service shall  
22                           become eligible to provide service again only in its next turn in rotation.
- 23                   5.       Exception: whenever the driver or owner of a disabled vehicle specifies a  
24                           particular club, association or tow service be called to provide service, such  
25                           calls shall not constitute a "rotation" call.
- 26                   6.       Exception: whenever a Police Department employee determines that an  
27                           emergency exists because official police tow service is unable, for any reason,  
28                           to provide adequate tow service, the Police Department employee shall have  
                         the right to have such duties performed by any other means available.

1           7. For purpose of determining response, the City shall be divided into  
2 geographical service areas, as determined by the Police Department. The City  
3 reserves the right to determine the number of and alter the boundaries of ~~any~~  
4 ~~service area~~the service areas or to divide service areas further to create  
5 ~~additional service areas. Official police tow service shall be placed into only~~  
6 ~~one area, as determined by the Police Department.~~”

7           Section 9: Section 5.15.140 of the Riverside Municipal Code entitled Grounds for  
8 cancellation, revocation or suspension, is hereby amended as follows:

9           **“5.15.140 - Grounds for cancellation, ~~revocation~~ or suspension.**

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

15           A. Nonpayment of any City business license fees or other fees provided in the contract or  
16 by the Riverside Municipal code;

17           B. Breach of any rules, regulations, or conditions set forth in the Official police tow service  
18 contract or the Riverside Municipal Code;

19           C. For the violation of any federal, state or local law by the contract holder, any person  
20 having any ownership interest in the official police tow service or any employee of the official police  
21 tow service;

22           D. For failure to maintain a satisfactory level of service to the police or public;

23           E. For failure to keep any such vehicle in safe condition and good repair;

24           F. For failure to use distinctive coloring, monogram, or insignia;

25           G. For any deviation from the schedule of rates set forth in the contract;

26           H. Passing on a tow assignment ~~three or more times in any calendar month~~more than  
27 eighteen (18) times in a calendar year. "Passing" is defined as refusing, for any reason, any tow  
28 assignment from the Riverside Police Department.

1 I. For any cause which the Riverside Police Department finds makes it contrary to the public  
2 interest, convenience, necessity, or general welfare for the contract to continue.”

3 Section 10: Section 5.15.145 of the Riverside Municipal Code entitled Procedure for action  
4 against official police tow service, is hereby amended as follows:

5 **“5.15.145 - Procedure for action against official police tow service.**

6 A. Complaints and/or allegations of violations of the Riverside Municipal Code or the  
7 contractual agreement ~~with the Riverside Police Department against the Official police tow service~~  
8 will be ~~reviewed by assigned to the Contract Administrator to conduct an initial fact finding~~  
9 ~~investigation for~~ the Traffic Bureau Administrative Sergeant, or designee. ~~A The Contract~~  
10 ~~Administrator will send a~~ copy of the complaint, the recommended action to be taken against the  
11 Official police tow service, and a letter requiring a response, within ~~five ten~~ (105) business days, shall  
12 be sent to the ~~affected~~ Official Police Tow Service owner(s). (No notice shall be sent or delivered if  
13 it is determined that notification will impede or interfere with law enforcement investigations.)

14 B. The Official Police Tow Service may respond in writing to the complaint within ~~five~~  
15 ten business days of the date on the accompanying letter. Failure to respond within ~~five ten~~ business  
16 days will result in the Traffic Bureau Administrative Sergeant or ~~his their~~ designee making a ~~decision~~  
17 determination to-on the complaint based on the information available.

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

- 20 1. Unfounded: Incident did not occur or did occur but was lawful and within the  
21 terms of this Agreement.
- 22 2. Inconclusive: Unable to determine if the incident did or did not occur, or unable  
23 to determine if the OPTS or its employee(s) are responsible.
- 24 3. Founded: Incident occurred and was contrary to this Agreement, City  
25 Ordinances, Municipal Codes, State Laws, or Federal Laws.

26 D. The Official Police Tow Service and complainant will then be notified of the Traffic  
27 Bureau Administrative Sergeant’s recommended disposition of the complaint and any recommended  
28

1 disciplinary action to be taken against the towing company in writing within ~~a reasonable time~~ ten (10)  
2 business days.

3 E. If the Traffic Bureau Administrative Sergeant or designee determines a complaint,  
4 violation of this Agreement, or violation of the Riverside Municipal Code to be founded, the Riverside  
5 Police Department Tow Board ("Tow Board") will set a hearing within twenty business days ~~hold a~~  
6 ~~hearing to discuss the finding hear evidence from with~~ all parties ~~and make a disposition and to~~  
7 ~~determine the action to be taken against the towing company disciplinary action determination~~  
8 ~~regarding complaints of misconduct, contractual violations, and violations of law concerning the~~  
9 ~~Official Police Tow Service~~. The Official Police Tow Service will be provided with written notice of  
10 the Tow Board hearing date, time and location at least ten business days before the hearing date.

11 F. The Traffic Bureau Administrative Sergeant or designee will present the facts and a  
12 recommendation for disposition and ~~disciplinary action~~ to be taken against the official police tow  
13 service, up to and including suspension and/or termination, taking into consideration the number of  
14 prior violations/complaints and the egregiousness of each within the ~~last~~ preceding twelve month  
15 period. The Official Police Tow Service will be provided the opportunity at the Tow Board hearing to  
16 respond to the allegations and to present information ~~relevant to the Official Police Tow Service's~~  
17 ~~defense~~.

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

21 H. If the Tow Board arrives at a decision to issue ~~a written reprimand~~ action or a  
22 recommendation against the Official Police Tow Service, the Official Police Tow Service shall be  
23 notified in writing after the hearing. The ~~and the~~ Tow Board's decisions, except for suspension or  
24 recommendation of cancellation of the Official Police Tow Service written agreement, ~~is~~ are final.

25 I. If the Tow Board arrives at a decision to suspend ~~or terminate the~~ the services of  
26 an agreement with the Official Police Tow Service, the decision will be forwarded as a  
27 recommendation to the ~~Field Operations Captain~~ Police Chief, or his or her designee.

28

1. If the ~~Field Operations Captain~~ Police Chief concurs with the decision to suspend an Official Police Tow Service, the ~~company~~ Official Police Tow Service will be notified in writing of the impending disciplinary action and the right to appeal to the ~~Chief of Police~~ Police Chief or his or her designee.

J. If the Tow Board arrives at a decision to cancel the Official Police Tow Service, the decision will be forwarded as a recommendation to the City Manager.

1. If the City Manager concurs with the decision to cancel an Official Police Tow Service agreement, the Official Police Tow Service will be notified in writing of the impending disciplinary action and the right to appeal to the City Manager or his or her designee.

J. —

1. ~~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.~~

K. 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~~ either the Police Chief to appeal a recommendation of suspension, or the City Manager to appeal a recommendation of cancellation, or designee within five (5) business days after ~~receiving the notice~~ the date on which the City Manager or Chief of Police gives notification to suspend or ~~terminate~~ cancel towing services.

1. Upon receiving a request for an appeal regarding a suspension or termination, the ~~Chief of Police~~ City Manager or Police Chief, as applicable, will set a hearing date within ten (10) 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 (10) business days before the hearing date. This notice will include the date, time, and place of the hearing. The hearing may

1 take place at an earlier date, if all parties agree. Within a reasonable time after  
2 the conclusion of the appeal hearing, the ~~Chief of Police~~City Manager or his or  
3 her designee, or the Police Chief or his or her designee, as applicable, shall  
4 make a finding as to any disciplinary action to be taken against Official Police  
5 Tow Service ~~\_(other than termination)\_~~ and notify Official Police Tow Service  
6 in writing of his or her finding. All findings of the ~~Chief of Police~~City Manager  
7 or Police Chief, or their designees, as applicable, are final.

8 1.2. If the Official Police Tow Service fails to timely appeal the Police Chief or City  
9 Manager's decision, as applicable, the Police Chief or City Manager's decision  
10 shall be final."

11 ~~2. Upon receiving a request for an appeal regarding a termination of an Official~~  
12 ~~Police Tow Service contract, the Riverside Police Department will request that~~  
13 ~~a hearing be conducted by the Public Safety Committee at its next available~~  
14 ~~public meeting. The scope of the appeal hearing pursuant to this Section shall~~  
15 ~~be limited to those issues raised by Official Police Tow Service in the written~~  
16 ~~appeal. The Official Police Tow Service will be given written notice at least ten~~  
17 ~~(10) business days before the hearing date. This notice will include the date,~~  
18 ~~time, and place of the hearing. Within a reasonable time after the conclusion of~~  
19 ~~the appeal hearing, the Public Safety Committee shall make any finding~~  
20 ~~regarding any termination of any Official Police Tow Service Agreement and~~  
21 ~~notify the Official Police Tow Service in writing of its finding. All findings of~~  
22 ~~the Public Safety Committee are final.'"~~

23 Section 11: Section 15.15.150 of the Riverside Municipal Code entitled Penalties for  
24 passing on a call for tow service, is hereby amended as follows:

25 **"5.15.150 - Penalties for passing on a call for tow service.**

26 Towing companies retain the right to pre-emptively remove their companies from the towing  
27 rotation cycles. By remaining on the rotation list, each company agrees to be available for Police

28

1 Department towing needs. For companies that receive a call for service but pass on the request for  
2 any reason, tThe following penalties shall be imposed for passing on a call for tow service:

3 A. ~~First offense: three day suspension from the tow rotation~~On the eighteenth (18<sup>th</sup>) pass  
4 within a calendar year, the towing company's contract shall be subject to a 30-day suspension.

5 B. Any additional passes after the 18<sup>th</sup> pass within a calendar year shall be grounds for  
6 termination of the Official police tow service contract.~~Third offense (and any other pass thereafter):~~  
7 ~~30 days suspension from the tow rotation"~~

8 Section 12: The City Council has reviewed the matter and, based upon the facts and  
9 information contained in the staff reports, administrative record, and written and oral testimony,  
10 hereby finds that this ordinance is not subject to CEQA pursuant to Sections 15060(c)(2), 15060(c)(3)  
11 and/or 15061(b)(3) of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter  
12 3, in that it will not result in a direct or reasonably foreseeable indirect physical change in the  
13 environment nor have a significant impact on the environment.

14 Section 13: The City Clerk shall certify to the adoption of this ordinance and cause  
15 publication once in a newspaper of general circulation in accordance with Section 414 of the Charter  
16 of the City of Riverside. This ordinance shall become effective on the 30th day after the date of its  
17 adoption.

18 //

19 //

20 //

21 //

22 //

23 ADOPTED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

24  
25 \_\_\_\_\_  
26 WILLIAM R. BAILEY, III  
27 Mayor of the City of Riverside

28 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 \_\_\_\_\_, 2020, and that thereafter the said ordinance was duly and regularly adopted at a meeting of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the following vote, to wit:

Ayes:

Noes:

Absent:

Abstain:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Riverside, California, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
City Clerk of the City of Riverside

\\Rc-Citylawprod\Cycom\Wpdocs\D003\P027\00455165.Docx  
20-0062 EHM 08/25/20