

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.

*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.

*Police Department* means the Riverside Police Department.

*Response Time* is defined as the elapsed time between the relaying of the tow service request

1 from the Police Department dispatch to the Office police tow service and arrival of the tow vehicle on  
2 the scene.

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

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

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

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

16 **“5.15.030 – Application.**

17 The Riverside Police Department may require interested parties to complete a written  
18 application by any towing company expressing interest in becoming an official police tow service.  
19 Such application may require a physical inspection of the applicant’s equipment and/or tow yard. Such  
20 application must be completed in its entirety before any tow company will be considered by the  
21 Riverside Police Department. The application shall require each interested party’s Attendant or  
22 operator to successfully clear the Police Department review for criminal history and driver history  
screen (California Vehicle Code § 2431).”

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

25 **“5.15.080 – Agreements and Tow Rates.**

26 A. Tow truck operators designated as an Official Police Tow Service as defined in Section  
27 5.15.020 shall enter into an agreement with the City, which agreement shall contain  
28

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 three-years with two one-year extensions thereafter.
- 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.
- D. An Official Police Tow Service shall not assign, sell, or otherwise transfer any of its obligations, rights, benefits, or other interest it may have under its agreement with the City (including, but not limited to, ownership of stock, partnership interests, or tenancy in Official Police Tow Service) to any other person or entity without first obtaining the express written consent of the City, which consent the City may withhold with or without cause in its sole discretion.
- E. City of Riverside Tow Rates for services shall be derived from tow rates that were effective January 21, 2015 and were adjusted for 8 percent cumulative U.S. inflation from 2016 through 2019. These effective tow rates may be adjusted biannually by the City, and are currently:

<b>TYPE OF SERVICE</b>	<b><u>MAXIMUM APPROVED RATE</u></b>
STANDARD (CHP Class A)	<u>\$252.00 (per hour portal to portal)</u>
MEDIUM DUTY (CHP Class B)	<u>\$291.00 (per hour portal to portal)</u>
HEAVY DUTY (CHP Class C)	<u>\$361.00 (per hour portal to portal)</u>
SUPER HEAVY DUTY (CHP Class D)	<u>\$412.00 (per hour portal to portal)</u>
EXTRA LABOR AT THE SCENE (Standard – CHP Class A only)	<u>\$126.00 per half hour, or portion thereof (after first 30 minutes)</u>
DOLLIES (if required)	<u>\$49.00 (no extra labor allowed)</u>
<b>VEHICLE STORAGE (OUTSIDE)</b>	<b><u>MAXIMUM APPROVED RATE</u></b>
STANDARD (CHP Class A)	<u>\$54.00 (per vehicle per day)</u>
MEDIUM DUTY (CHP Class B)	<u>\$56.00 (per vehicle per day)</u>
HEAVY DUTY (CHP Class C)	<u>\$64.00 (per vehicle per day)</u>
SUPER HEAVY DUTY (CHP Class D)	<u>\$64.00 (per vehicle per day)</u>
<b>VEHICLE STORAGE (INSIDE)</b>	<b><u>MAXIMUM APPROVED RATE</u></b>
STANDARD (CHP Class A)	<u>\$58.00 (per vehicle per day)</u>

MEDIUM DUTY (CHP Class B) \$61.00 (per vehicle per day)  
HEAVY DUTY (CHP Class C) \$71.00 (per vehicle per day)  
SUPER HEAVY DUTY (CHP Class D) \$72.00 (per vehicle per day)

**SPECIAL SERVICES**

GATE FEE (after business hours/on weekends) \$126.00

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.

SERVICE CALLS \$126.00 (first half hour)  
\$55.00 per quarter hour thereafter

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.”

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:

**“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 City-approved subcontracting agreement with another Official police tow service 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 recreational vehicles.
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 have at least three trucks and three drivers and shall, at all times, have at least two fully equipped and operational tow trucks in service, and two 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 Police Department employees.”

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

**“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.

- 1           B.       1.       Official police tow service's business office shall be located within 150 feet  
2                               from the storage yard and attended at all times for servicing the public and the  
3                               City from 8:00 a.m. to 5:00 p.m., Monday through Friday, except for the  
4                               following state holidays of January 1, known as New Year's Day; third Monday  
5                               in January known as Dr. Martin Luther King Jr.'s Birthday; third Monday in  
6                               February, known as Washington's Birthday/President's Day; March 31, known  
7                               as Cesar Chavez Day; last Monday in May, known as Memorial Day; July 4,  
8                               known as Independence Day; first Monday in September, known as Labor Day;  
9                               the second Monday in October, known as Columbus Day; November 11, known  
10                              as Veteran's Day; fourth Thursday in November, known as Thanksgiving Day;  
11                              and December 25, known as Christmas Day. If January 1, March 31, July 4,  
12                              November 11, or December 25 fall upon a Sunday, the Monday following is a  
13                              holiday and if they fall upon Saturday, the preceding Friday is a holiday  
14                              (California Vehicle Code § 22658(n)(2)(C)). Official police tow service may  
15                              comply with this provision on the day after Thanksgiving and Christmas Eve  
16                              only by providing an on-call attendant provided that the attendant can respond  
17                              to the lot in 45 minutes or less from the initial call.
- 18                              2.       Official police tow service may make an additional charge for after normal  
19                              business hours release of vehicles as provided in the California Vehicle Code.
- 20                              3.       Official police tow service must be available to promptly respond 24 hours a  
21                              day, seven days a week for all requests by the City for towing services.
- 22                              4.       Official police tow service shall release vehicles stored or impounded by the  
23                              Police Department, pursuant to authorization provided by appropriate  
24                              employees of the Police Department. Such authorization shall be in writing on  
25                              a form provided by the Police Department.
- 26                              5.       A stored vehicle is any vehicle removed from a site and taken to the tow yard  
27                              at the direction of a Police Department employee and, for which a Vehicle  
28                              Report (currently, form CHP 180) is provided to the official police tow service  
                              or where such vehicle is involved in a traffic collision.

1           6.     An impounded vehicle is any vehicle containing evidence of a criminal activity,  
2                     or which in and of itself provides evidence of a criminal act, that is removed  
3                     from a site and taken to the tow yard at the direction of a Police Department  
4                     employee and for which a Vehicle Report (currently, form CHP 180) is  
5                     provided to the official police tow service.

6           7.     The Police Department shall have sole authority for changing the "Hold" status  
7                     of a towed vehicle. The Police Department shall pay the Official police tow  
8                     service \$1.00 per day after the initial 30 days for vehicle storage costs incurred  
9                     due to the Police Department designation for "hold" or "evidence" vehicles.

10          8.     All vehicles stored or impounded as a result of a tow ordered by the Police  
11                     Department shall be made available to the owner of the vehicle or his  
12                     representative, any insurance agent, insurance adjuster, or any body shop or car  
13                     dealer, for the purpose of estimating or appraising damages, except vehicles  
14                     with a "police hold".

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

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

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

25          F.     1.     All towing companies' records, equipment, and storage facilities will be subject  
26                     to periodic checks by Police Department or other City investigators during normal  
27                     business hours.

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

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

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

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

- 14                   1. Date of tow;
- 15                   2. Tow driver name;
- 16                   3. File/ Incident Number;
  - 17                   a. If no File/ Incident Number is available, then the official police towing  
18                   service must provide the location from which the vehicle was towed;
- 19                   4. Storage Authority Code listed on the State of California Vehicle Report;
  - 20                   a. If no Vehicle Report was received, and the vehicle was towed at the  
21                   vehicle owner's request, such information shall be provided instead;
- 22                   5. License plate number affixed to the towed vehicle;
- 23                   6. Vehicle Identification Number (VIN) affixed to the towed vehicle;
- 24                   7. Vehicle Color;
- 25                   8. Vehicle Make;
- 26                   9. Vehicle Model;
- 27                   10. Salvage Slip Request;
- 28                   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.

J. 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.

1 K. Official police tow service shall have a secure and environmentally safe vehicle storage  
2 facility with a minimum of 15,000 usable square feet with a minimum of two feet separation between  
3 each vehicle.

4 1. The vehicle storage facility must be located within one driving mile of the  
5 corporate City limits of the City of Riverside. The vehicle storage facility to be  
6 used for the processing and potential destruction of low/no value recreational  
7 vehicles must be located within 10 driving miles of the corporate city limits of  
8 the City of Riverside.

9 2. The vehicle storage facility must be completely enclosed by a six foot high wall  
10 or fence with no holes, gaps or other unsecured openings, and a gate. All gates  
11 into the storage yard shall meet the same standards required of the wall or fence.

12 a. Any damage to walls, fences or gates which allow unauthorized access  
13 must be repaired within 24 hours.

14 3. The vehicle storage facility shall have adequate lighting, and comply with all  
15 applicable building codes, zoning regulations, environmental laws and  
16 regulations, and any and all the applicable laws, rules and regulations  
17 established by federal, state, county and/or city governments.

18 4. Inside Storage: The vehicle storage facility must have adequate storage  
19 facilities to provide storage of two vehicles, with a minimum of three feet  
20 separation between each vehicle within an enclosed area, totally protected from  
the weather, contamination or handling by unauthorized person(s).

21 a. The Police Department will designate when a vehicle is to be placed  
22 into inside storage and may place a seal on each door of the vehicle  
23 and/or door(s) of the impound facility. Vehicles placed into inside  
24 storage shall not be removed therefrom without authorization from the  
25 Police Department.

26 b. The vehicle storage facility must provide an inspection area for  
27 authorized members of the Police Department. Such area shall have, at  
28

1 a minimum, a covered inspection area (roof) with a paved (concrete or  
2 asphalt) surface.

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

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

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

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

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

17 N. The Police Department review for Authorized Drivers shall be completed and reported  
18 back to the Official police tow service or applicant within 10 business days after receipt of the  
19 California Department of Justice live scan report.

20 O. Applicable Riverside Municipal Code amendments shall require an amendment to the  
21 towing agreements. Official police tow services that do not sign and return the contract amendment  
22 within 60 days of receipt thereof shall be deemed to forfeit the remainder of the towing agreement  
23 term, and the agreement shall be automatically cancelled.”

24 Section 7: Section 5.15.120 of the Riverside Municipal Code entitled Response time, is  
25 hereby amended as follows:

26 **“5.15.120 - Response time.**

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

1 B. The maximum response time for any single request for tow service by the Police  
2 Department shall not exceed 30 minutes for light duty or regular towing services, and 45 minutes for  
3 heavy or special circumstance tow services.”

4 Section 8: Section 5.15.130 of the Riverside Municipal Code entitled Determination of  
5 official police tow service providing service, is amended as follows:

6 **“5.15.130 – Determination of official police tow service providing service.**

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

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

15 a. Official police tow service shall have preference to tow all vehicles from  
16 a specific scene, provided that official police tow service responds all  
17 equipment needed to accomplish the tows within the response time  
18 specified herein.

19 3. Whenever official tow service cannot respond all equipment needed to  
20 accomplish all tows at a specific scene within the response time specified  
21 herein, the next company on the rotation list shall be called to provide service  
22 to the remaining vehicle(s).

23 4. Whenever any official police tow service cannot, for any reason, respond any  
24 equipment needed to accomplish the requested service within the response time  
25 specified herein, the official police tow service shall be passed over and the next  
26 company on the rotation list will be called. The official police tow service shall  
27 become eligible to provide service again only in its next turn in rotation.  
28

- 1                   5.     Exception: whenever the driver or owner of a disabled vehicle specifies a  
2                   particular club, association or tow service be called to provide service, such  
3                   calls shall not constitute a "rotation" call.
- 4                   6.     Exception: whenever a Police Department employee determines that an  
5                   emergency exists because official police tow service is unable, for any reason,  
6                   to provide adequate tow service, the Police Department employee shall have  
7                   the right to have such duties performed by any other means available.
- 8                   7.     For purpose of determining response, the City shall be divided into  
9                   geographical service areas, as determined by the Police Department. The City  
10                  reserves the right to determine the number of and the boundaries of the service  
11                  areas.”

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

14               **“5.15.140 - Grounds for cancellation or suspension.**

15               The Official police tow service contractual agreement shall be subject to cancellation or  
16               suspension by the Riverside Police Department either as a whole or as to any person or vehicle  
17               described therein. The procedure for such cancellation or suspension is set forth herein as Section  
18               5.15.145. The contract can cancelled or suspended for any of the following reasons:

- 19               A.     Nonpayment of any City business license fees or other fees provided in the contract or  
20               by the Riverside Municipal code;
- 21               B.     Breach of any rules, regulations, or conditions set forth in the Official police tow service  
22               contract or the Riverside Municipal Code;
- 23               C.     For the violation of any federal, state or local law by the contract holder, any person  
24               having any ownership interest in the official police tow service or any employee of the official police  
25               tow service;
- 26               D.     For failure to maintain a satisfactory level of service to the police or public;
- 27               E.     For failure to keep any such vehicle in safe condition and good repair;
- 28               F.     For failure to use distinctive coloring, monogram, or insignia;

- 1           G. For any deviation from the schedule of rates set forth in the contract;
- 2           H. Passing on a tow assignment more than eighteen (18) times in a calendar year. "Passing"
- 3 is defined as refusing, for any reason, any tow assignment from the Riverside Police Department.
- 4           I. For any cause which the Riverside Police Department finds makes it contrary to the public
- 5 interest, convenience, necessity, or general welfare for the contract to continue."

6           Section 10: Section 5.15.145 of the Riverside Municipal Code entitled Procedure for action

7 against official police tow service, is hereby amended as follows:

8           **"5.15.145 - Procedure for action against official police tow service.**

9           A. Complaints and/or allegations of violations of the Riverside Municipal Code or the

10 contractual agreement against the Official police tow service will be reviewed by the Traffic Bureau

11 Administrative Sergeant, or designee. A copy of the complaint, the recommended action to be taken

12 against the Official police tow service, and a letter requiring a response within ten (10) business days,

13 shall be sent to the affected Official Police Tow Service owner(s). (No notice shall be sent or delivered

14 if it is determined that notification will impede or interfere with law enforcement investigations.)

15           B. The Official Police Tow Service may respond in writing to the complaint within ten

16 business days of the date on the accompanying letter. Failure to respond within ten business days will

17 result in the Traffic Bureau Administrative Sergeant or their designee making a determination on the

18 complaint based on the information available.

19           C. The Traffic Bureau Administrative Sergeant or designee will consider all the evidence

20 available and assign a recommended disposition to the complaint. The disposition categories are:

- 21                   1. Unfounded: Incident did not occur or did occur but was lawful and within the
- 22 terms of this Agreement.
- 23                   2. Inconclusive: Unable to determine if the incident did or did not occur, or unable
- 24 to determine if the OPTS or its employee(s) are responsible.
- 25                   3. Founded: Incident occurred and was contrary to this Agreement, City
- 26 Ordinances, Municipal Codes, State Laws, or Federal Laws.
- 27
- 28

1 D. The Official Police Tow Service and complainant will then be notified of the Traffic  
2 Bureau Administrative Sergeant's recommended disposition of the complaint and any recommended  
3 disciplinary action to be taken against the towing company in writing within ten (10) business days.

4 E. If the Traffic Bureau Administrative Sergeant or designee determines a complaint,  
5 violation of this Agreement, or violation of the Riverside Municipal Code to be founded, the Riverside  
6 Police Department Tow Board ("Tow Board") will set a hearing within twenty business days to discuss  
7 the finding with all parties to determine the action to be taken against the towing company. The Official  
8 Police Tow Service will be provided with written notice of the Tow Board hearing date, time and  
9 location at least ten business days before the hearing date.

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

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

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

23 I. If the Tow Board arrives at a decision to suspend the agreement with the Official Police  
24 Tow Service, the decision will be forwarded as a recommendation to the Police Chief, or his or her  
25 designee.

26 1. If the Police Chief concurs with the decision to suspend an Official Police Tow  
27 Service, the Official Police Tow Service will be notified in writing of the  
28

1                   impending disciplinary action and the right to appeal to the Police Chief or his  
2                   or her designee.

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

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

9           K.       If the Official Police Tow Service exercises the right to appeal, a request for an appeal  
10 hearing must be made in writing to the either the Police Chief to appeal a recommendation of  
11 suspension, or the City Manager to appeal a recommendation of cancellation, within five (5) business  
12 days after the date on which the City Manager or Chief of Police gives notification to suspend or  
13 cancel towing services.

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



1                   2.       If the Official Police Tow Service fails to timely appeal the Police Chief or City  
2                               Manager’s decision, as applicable, the Police Chief or City Manager’s decision  
3                               shall be final.”

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

6                   **“5.15.150 - Penalties for passing on a call for tow service.**

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

11                  A.       On the eighteenth (18<sup>th</sup>) pass within a calendar year, the towing company’s contract  
12 shall be subject to a 30-day suspension.

13                  B.       Any additional passes after the 18<sup>th</sup> pass within a calendar year shall be grounds for  
14 termination of the Official police tow service contract.”

15           Section 12:   The City Council has reviewed the matter and, based upon the facts and  
16 information contained in the staff reports, administrative record, and written and oral testimony,  
17 hereby finds that this ordinance is not subject to CEQA pursuant to Sections 15060(c)(2), 15060(c)(3)  
18 and/or 15061(b)(3) of the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter  
19 3, in that it will not result in a direct or reasonably foreseeable indirect physical change in the  
20 environment nor have a significant impact on the environment.

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

25                   //

26                   //

27                   //

28                   //

                  //

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

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4

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

5

Attest:

6

7

\_\_\_\_\_  
COLLEEN J. NICOL  
City Clerk of the City of Riverside

8

9

10 I, Colleen J. Nicol, City Clerk of the City of Riverside, California, hereby certify that the  
11 foregoing ordinance was duly and regularly introduced at a meeting of the City Council on the  
12 \_\_\_\_\_ day of \_\_\_\_\_, 2020, and that thereafter the said ordinance was duly and regularly  
13 adopted at a meeting of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by the  
14 following vote, to wit:

14

Ayes:

15

Noes:

16

Absent:

17

Abstain:

18

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

20

21

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

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20-0062 EHM 08/25/20

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