

1 AN ORDINANCE OF THE CITY OF RIVERSIDE, CALIFORNIA,
2 AMENDING CHAPTER 5.15 OF THE RIVERSIDE MUNICIPAL CODE

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

4 Section 1: Section 5.15.020 of the Riverside Municipal Code is hereby amended as
5 follows:

6 **“Section 5.15.020 Definitions.**

7 *Approved Driver* means that the Attendant or operator has passed the Police Department review for
8 criminal history and driver history screening (California Vehicle Code § 2431). Approved Drivers
9 are authorized to work for more than one official police tow service upon notification to the Police
10 Department of the additional employer(s) and Police Department approval.

11 ...

12 *City* means the City of Riverside.

13 *City-generated tows* mean the towing of vehicles requested by the City to include, but not limited to,
14 the following: tows of vehicles impounded by the City which said vehicles are held for investigation
15 or as evidence in a criminal case; emergency tows of vehicles involved in accidents, and/or stalled
16 vehicles obstructing traffic, and/or vehicles illegally parked, and/or tows of vehicles whose driver is
17 incapacitated or physically unable to drive said vehicle, and/or tows of vehicles whose driver has
18 been arrested and/or detained and cannot drive the vehicles, and/or tows of vehicles under the
19 mandatory 30-day impound (i.e., California Vehicle Code § 14602.6).

20 ...

21 *Response Time* is defined as the elapsed time between the relaying of the tow service request from
22 the Police Department dispatch to the Official police tow service and arrival of the tow vehicle on
23 the scene.

24 *Service Calls* mean other services provided by the official police tow service, including, but not
25 limited to, the unlocking of vehicles, battery service, and tire changes.

26 *State of California Vehicle Report* or *Vehicle Report* (also designated as form CHP 180) means a
27 written authorization by a Police Officer or other authorized employee of the City of Riverside. It
28 may also include a Vehicle Impound Report and/or an Electronic Impound Report.

1 *Tow Board* means a board which shall consist of the Traffic Bureau Commander or his or her
2 designee, and two additional Police Sergeants, excluding the Traffic Bureau Administrative
3 Sergeant, each of whom shall be designated by the Chief of Police. The Tow Board shall enforce the
4 California Vehicle Code (CVC), Riverside Municipal Code (RMC), the Official Police Tow Service
5 written agreement with the Riverside Police Department, and regulations as they apply to the
6 Official Police Tow Service. The Tow Board shall hear evidence from all parties and make
7 determinations and enforce corrective actions, up to but not including cancellation of the Official
8 Police Tow Service written agreement (except in instances when the official police tow service fails
9 to appear at the Tow Board hearing, in which case the Tow Board may cause the official police tow
10 service written agreement to be cancelled), regarding complaints of misconduct, contractual
11 violations, and violations of law concerning the Official Police Tow Service. Upon the conclusion of
12 the Tow Board hearing at which the official police tow service duly appears, the Tow Board may
13 make a recommendation to the City Manager to cancel the Official Police Tow Service written
14 agreement and to the Police Chief to suspend the Official Police Tow Service written agreement.

15 *Tow car or tow truck* means a truck as defined in Section 615 of the California Vehicle Code, and
16 shall also include slide back carriers and wheel lift vehicles. (“a motor vehicle which has been
17 altered or designed and equipped for and ~~primarily~~exclusively used in the business of
18 transportingtowing vehicles by means of a crane, hoist, tow bar, tow line, or dolly; or is otherwise
19 ~~primarily~~exclusively used to render assistance to other vehicles. A ‘roll-back carrier’ designed to
20 carry up to two vehicles is also a tow truck. A trailer for hire that is being used to transport a vehicle
21 is also a tow truck. ‘Tow Truck’ does not include an automobile dismantler’s tow vehicle or a
22 reposessor’s tow vehicle.”)

23 *Tow Coordinator* means the individual designated by the Police Chief of the City of Riverside or his
24 or her designee to manage tasks including, but not limited to, contacting and receiving contacts from
25 the official police tow service, helping facilitate City-generated tows and other Service Calls,
26 approving of the official police tow service’s subcontractors if the official police tow service makes
27 changes after commencement of the official police tow service written agreement, administering
28 background checks, drafting and sending billing advices to the City of Riverside Finance

1 Department, and ensuring the official police tow service complies with the official police tow
2 service written agreement, and federal, state, and local law.

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

6 Section 2: Section 5.15.030 of the Riverside Municipal Code is hereby amended as
7 follows:

8 **“Section 5.15.030 Application.**

9 The City of Riverside ~~Police Department may~~ requires any towing company expressing interest in
10 becoming an official police tow service to complete a written application. Such application ~~shall~~may
11 require a physical inspection of the applicant’s equipment and/or tow yard. Such application must be
12 completed in its entirety before any tow company will be considered ~~by the Riverside Police~~
13 ~~Department.~~ The application shall require each interested party’s owner, a ~~Attendant,~~ and/or operator
14 to successfully clear the Police Department review for criminal history and driver history screen
15 (California Vehicle Code § 2431).”

16 Section 3: Section 5.15.095 of the Riverside Municipal Code is hereby amended as
17 follows:

18 **“Section 5.15.095 Per tow fee.**

19 Every official police tow service shall pay monthly to the City a per tow fee for each vehicle towed
20 by request of the Police Department, and pursuant to the per tow fee charges as listed in the City’s
21 current Schedule of Fees and Charges. Terms and provisions for payment of the fees shall be in the
22 agreement set forth in Section 5.15.080.”

23 Section 4: Section 5.15.110 of the Riverside Municipal Code is hereby amended as
24 follows:

25 **“Section 5.15.110 Standard rules of operation.**

26 A. All requests for towing service and the removal of traffic hazards shall be made through the
27 Police Department. Official police tow services shall provide towing service when:
28

1. The owner or driver of a disabled vehicle requests or specifies a specific garage or a tow service that is currently an official police tow service with the City.
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 and the owner or driver of the towed vehicle is not present or not consulted due to an arrest or other public safety needs.

B. Official police tow services shall comply with the following requirements:

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.

...

1 6. An evidence-stored 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 from a
3 site and taken to the tow yard or a Police Department facility to be stored at the
4 direction of a Police Department employee and for which a Vehicle Report (currently,
5 form CHP 180) is provided to the official police tow service.

6 ...

7 7. No vehicle stored at the direction of the Police Department using a Vehicle Report
8 (currently, form CHP 180) shall be released without written authorization from the
9 Police Department.

10 8. In the event a vehicle is not given an “evidence-stored” status, the official police tow
11 service may charge the vehicle owner fees in accordance with Section 5.15.080. In
12 the event a vehicle is given an “evidence-stored” status, the vehicle owner shall not
13 be charged fees in accordance with Section 5.15.080.

14 98. The Police Department shall have sole authority for changing the “stored” or
15 “evidence-stored” status of a towed vehicle. The Police Department shall pay the
16 Official police tow service \$1.00 per day after the initial 30 days an “evidence-stored”
17 vehicle has been held by Official police tow service at the direction of Police
18 Department. When a vehicle’s “evidence-stored” status is removed, the Official
19 police tow service may begin charging the vehicle owner a vehicle storage fee in
20 accordance with Section 5.15.080.

21 109. With the exception of “evidence-stored” vehicles, all vehicles stored as a result of a
22 tow ordered by the Police Department shall be made available to the owner of the
23 vehicle or his representative, any insurance agent, insurance adjuster, or any body
24 shop or car dealer, for the purpose of estimating or appraising damages.

25 ...

26 F. Official police tow services shall comply with the following requirements:

27

28

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

...

H. Official police tow services shall submit a daily (except holidays and weekends) electronic tow inventory report to the Contract Administrator using the electronic file and format as provided by the Police Department. These daily reports shall be submitted no later than 9:00 a.m. the day following the reported day and must include all of the following information addressing all City-generated tows and/or calls for service that occurred during the preceding 24-hour period:

1. Date of tow;

...

4. Storage Authority Code listed on the State of California Vehicle Report ([currently, form CHP 180](#));

- 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;

...

14. Address of person and/or company vehicle was released and/or sold to.

...

J. Official police tow services shall comply with the following communications requirements:

- 1 1. Official police tow services shall subscribe to an answering service used in common
2 with all other official police tow services.
- 3 2. Official police tow services shall require the answering service to retain data and
4 records relating to the City's requests for towing services either on premises or
5 electronically. The answering service shall provide said data and records to the Police
6 Department in weekly reports, and at cost to the official police tow service.
- 7 ...
- 8 6. Official police tow services shall maintain a 24-hour per day telephone service to
9 receive calls from the public.
- 10 ...
- 11 O. Applicable Riverside Municipal Code amendments shall require an amendment to the towing
12 agreements. Official police tow services that do not sign and return the contract amendment
13 within 60 days of mailing thereof shall be deemed to forfeit the remainder of the towing
14 agreement term, and the agreement shall be automatically cancelled.”
- 15 Section 5: Section 5.15.130 of the Riverside Municipal Code is hereby amended as
16 follows:
- 17 **“Section 5.15.130 Determination of official police tow service providing service.**
- 18 A. ~~1.~~ Official police tow services shall be placed on a "rotation list" to be determined by the
19 Police Department. The rotation list shall be used whenever a driver or owner of a disabled
20 vehicle is unable to specify a particular garage or tow service, or whenever a Police
21 Department employee directs a vehicle to be stored or evidence-stored, and the driver or
22 owner is not present or is not consulted.
- 23 B. 2. Official police tow services shall be called, in turn, in response to a Police Department
24 request, and, when in turn, shall have exclusive right to provide service as follows:
- 25 1a. Official police tow services shall have preference to tow all vehicles from a specific
26 scene, provided that official police tow service responds with all equipment needed to
27 accomplish the tows within the response time specified herein.
- 28

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

4 D. 4. Whenever any official police tow service cannot, for any reason, respond with any
5 equipment needed to accomplish the requested service within the response time specified
6 herein, the official police tow service shall be passed over and the next company on the
7 rotation list will be called. The official police tow service shall become eligible to provide
8 service again only in its next turn in rotation.

9 E. 5. Exception: whenever the driver or owner of a disabled vehicle specifies a particular club,
10 association or tow service be called to provide service, such calls shall not constitute a
11 "rotation" call.

12 F. 6. Exception: whenever a Police Department employee determines that an emergency exists
13 because official police tow service is unable, for any reason, to provide adequate tow service,
14 the Police Department employee shall have the right to have such duties performed by any
15 other means available.

16 G. 7. For purpose of determining response, the City shall be divided into geographical service
17 areas, as determined by the Police Department. The City reserves the right to determine the
18 number of and the boundaries of the service areas."

19 Section 6: Section 5.15.140 of the Riverside Municipal Code is hereby amended as
20 follows:

21 **"Section 5.15.140 Grounds for cancellation or suspension.**

22 In addition to cancellation under Section 5.15.110 O., the Official police tow service contractual
23 agreement shall be subject to cancellation or suspension by the Riverside Police Department either
24 as a whole or as to any person or vehicle described therein. The procedure for such cancellation or
25 suspension is set forth herein and in Section 5.15.145. The contract can be cancelled or suspended
26 for any of the following reasons:

- 27 A. Nonpayment of any City business license fees or other fees provided in the official
28 police tow service contract or by the Riverside Municipal code;

1 ...

2 H. Passing on a tow assignment more than two (2)-18 times in a calendar monthyear;

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

6 Section 7: Section 5.15.145 of the Riverside Municipal Code is hereby amended as
7 follows:

8 **“Section 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 official
10 police tow service contract, against the official police tow service shall be reviewed by the
11 Traffic Bureau Administrative Sergeant, or designee. A copy of the complaint, ~~the~~
12 ~~recommended action to be taken against the official police tow service,~~ and a letter
13 ~~requesting~~requiring a response within ten business days of the date of mailing, shall be sent
14 to the affected official police tow service at the address provided in the official police tow
15 service written agreement, either through certified mail, hand delivery, or posting to the
16 address’s front door. (No notice shall be sent or delivered if it is determined that notification
17 will impede or interfere with law enforcement investigations.)

18 B. The official police tow service may respond to the complaint, in writing and to the Traffic
19 Bureau Administrative Sergeant or designee,~~in writing to the complaint~~ within ten business
20 days of the date of mailing of the letter ~~requesting~~requiring a response. Failure to respond
21 within the ten business days will result in the Traffic Bureau Administrative Sergeant or
22 designee, making a determination on the complaint based on the information available.

23 ...

24 E. If the Traffic Bureau Administrative Sergeant or designee determines a complaint, violation
25 of this Agreement, or violation of the Riverside Municipal Code to be founded, the official
26 police tow service may dispute said finding by filing an appeal with the Traffic Bureau
27 Administrative Sergeant or designee, in writing, within ten business~~the Riverside Police~~
28 ~~Department Tow Board ("Tow Board") will schedule a hearing to be held within 20 business~~

1 days of the mailing of the recommended disposition as set forth in section 5.15.145 D. in
2 order to request a Tow Board hearing~~discuss the finding with all parties to determine the~~
3 ~~action to be taken against the towing company.~~ The appeal shall clearly state the applicable
4 basis for the appeal. If an appeal is timely filed, ~~t~~The official police tow service will be
5 provided with written notice of the Tow Board hearing date, time, and location at least ten
6 business days before the hearing date.

7 F. At the Tow Board hearing, the Traffic Bureau Administrative Sergeant or designee will
8 present the facts and a recommendation for disposition and action to be taken against the
9 official police tow service, up to and including suspension and/or termination, taking into
10 consideration the number of prior violations/complaints and the egregiousness of each within
11 the current term and all previous terms of the official police tow service written
12 agreement~~preceding 12-month period.~~ The official police tow service will be provided the
13 opportunity to respond to the allegations and to present information relevant to the official
14 police tow service's defense.

15 ...”

16 Section 8: Section 5.15.150 of the Riverside Municipal Code is hereby amended as
17 follows:

18 **“Section 5.15.150 Penalties for passing on a call for tow service.**

19 Official police tow services shall have the right to pre-emptively remove their companies from the
20 towing rotation cycles. However, if an official police tow service decides to remove its company
21 from the towing rotation cycle, it must notify the Tow Coordinator at least seven (7) business days in
22 advance. By remaining on the rotation list, each company agrees to be available for Police
23 Department towing needs. For companies that receive a call for service but pass on the request for
24 any reason, the following penalties shall be imposed for passing on a call for tow service:

25 A. On the third-18th pass within a calendar monthyear, the towing company's contract
26 shall be subject to a 730-day suspension.

1 B. If the towing company accumulates more than six (6) 7-day suspensions~~Any~~
2 additional passes after the 18th pass within a calendar year, ~~shall be~~ grounds shall
3 exist for termination of the Official Police Tow Service contract.”

4 Section 9. The City Council has reviewed the matter and, by based upon the facts and
5 information contained in the staff reports, administrative record, and written and oral testimony,
6 hereby finds that this ordinance is not subject to CEQA pursuant to Sections 15060(c)(2),
7 15060(c)(3) and/or 15061(b)(3) of the State CEQA Guidelines, California Code of Regulations,
8 Title 14, Chapter 3, in that it will not result in a direct or reasonably foreseeable indirect physical
9 change.

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

14 ADOPTED by the City Council this _____ day of _____, 2025.

15
16 _____
PATRICIA LOCK DAWSON
Mayor of the City of Riverside

17 Attest:

18
19 _____
DONESIA GAUSE
20 City Clerk of the City of Riverside

21 I, Donesia Gause, City Clerk of the City of Riverside, California, hereby certify that the
22 foregoing ordinance was duly and regularly introduced at a meeting of the City Council on the
23 _____ day of _____, 2025, and that thereafter the said ordinance was duly and
24 regularly adopted at a meeting of the City Council on the _____ day of _____, 2025,
25 by the following vote, to wit:

26 Ayes:

27 Noes:

28 Absent:

Abstain:

1 IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the
2 City of Riverside, California, this _____ day of _____, 2025.
3

4 _____
5 DONESIA GAUSE
6 City Clerk of the City of Riverside

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