

## Chapter 5.15

### REGULATION OF RIVERSIDE POLICE OFFICIAL POLICE TOW TRUCK SERVICE

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#### Section 5.15.010 Intent and Purpose.

It is the intent of this chapter to prescribe the basic regulation for the operation of "official police towing service" in police emergency situations and in the removal of vehicles which are apparently abandoned, or involved in a collision, or which constitute an obstruction to traffic because of mechanical failure. It is the purpose of the City Council in enacting the ordinance codified in this chapter to provide a fair and impartial means of distributing requests for towing services among qualified firms, and to insure that such service is prompt and reasonably priced, and in the best interest of the public as well as the interest of efficient policing operations for the removal from public streets of such vehicles. (Ord. 6965 §1, 2007; Ord. 6454 §2, 1998)

#### Section 5.15.020 Definitions.

"Attendant" or "operator" means a trained and/or qualified individual responsible for the operation of a tow car, tow truck or vehicle storage facility.

"Chief of Police" means the Chief of Police or the Chief's designee.

"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.

"Revenue Division" means the City of Riverside Revenue Division of the Finance Department.

"Tow car" or "tow truck" means a motor vehicle which has been altered or designed and equipped for and exclusively used in the business of towing vehicles by means of a crane, tow bar, tow line, or dolly, or is otherwise exclusively used to render assistance to other vehicles. (Ord. 7106 §2, 2010; Ord. 6454 §2, 1998)

#### Section 5.15.030 Application.

The Riverside Police Department may require interested parties to complete a written application by any towing company expressing interest in becoming an official police tow

service. 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. (Ord. 7106 §3, 2010)

**Section 5.15.080 Agreements.**

A. Tow truck operators designated as an Official Police Tow Service as defined in 5.15.020 shall enter into an agreement with the City, which agreement shall contain 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 two-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. (Ord. 7190 §1, 2012; Ord. 7106 §4, 2010; Ord. 7038 §1, 2009; Ord. 6454 §2, 1998)

**Section 5.15.090 License required.**

Every Official Police Tow Service shall have a valid license to do business in the City of Riverside. (Ord. 6454 §2, 1998)

**Section 5.15.095 Franchise fee.**

The Official Police Tow Service shall pay monthly to the City during the term of the agreement, a per tow franchise fee. Terms and provisions for payment of the fee shall be in the agreement set forth in Section 5.15.080. (Ord. 6965 §2, 2007; Ord. 6454 §2, 1998)

**Section 5.15.100 Standards for tow truck equipment.**

A. Official police tow services shall provide towing equipment capable of providing for the following services:

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.
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, at all times, have at least three fully equipped and operational tow trucks in service, and three 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. (Ord. 7190 §2, 2012; Ord. 6454 §2, 1998)

**Section 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.

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 holidays of January 1, known as New Years 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; 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, 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. 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 twenty-four hours a day, seven days a week for all requests by the City for towing services.

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

5. A stored vehicle is any vehicle removed from a site and taken to the tow yard at the direction of a Police Department employee and, for which a Vehicle Report (currently, form CHP 180) is provided to the official police tow service or where such vehicle is involved in a traffic collision.

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

7. "HOLD" is a designation by the storing/impounding Police Department employee requesting a level of care above that generally accorded to stored or impounded vehicles. "HOLDS" expire ten calendar days after the date of the tow, unless otherwise extended by a Police Department employee.

8. Every official police tow service shall provide written notice to the Traffic Bureau Commander or his designee whenever a vehicle with a "HOLD" is stored in excess of seventy-two hours. Failure to provide written notification to the Traffic Bureau Commander or his designee shall result in forfeiture of official police tow service's right to storage fees.

9. All vehicles stored or impounded as a result of a tow ordered by the Police 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 dealer, for the purpose of estimating or appraising damages, except vehicles with a "police hold".

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

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

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

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

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

3. Every official police tow service 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 this agreement are being fulfilled.

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

H. All official police towing services shall submit a monthly report to the Chief of Police and Finance Director, which shall include the following:

1. Total police impounds;
2. Number of times dispatched by Riverside Police Department;
3. Number of these calls resulting in impounds;
4. Number of vehicles sold on lien sale under authority of Section 3072 Civil Code, and reporting said lien sales as per authority of Section 22705 CVC;
5. Number of vehicles sold under authority of Section 3073, Civil Code;
6. Names and addresses of buyers and description of vehicles when sold;
7. Number of calls answered in which time beyond one hour was required to handle.

I. 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 twenty-four hour per day communication contact with their tow vehicle(s).

6. Official police tow service shall maintain a twenty-four hour per day telephone service to receive calls from the public.

J. Official police tow service shall have a secure and environmentally safe vehicle storage facility with a minimum of fifteen thousand usable square feet with a minimum of two (2) feet separation between each vehicle.

1. The vehicle storage facility must be located within one (1) driving mile of the corporate City limits of the City of Riverside.

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

a. Any damage to walls, fences or gates which allow unauthorized access must be repaired within twenty-four hours.

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

4. The vehicle storage facility must have adequate storage facilities to provide storage of two vehicles within an enclosed area, totally protected from the weather, contamination or handling by unauthorized person(s).

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

5. The vehicle storage facility must provide an inspection area for authorized members of the Police Department. Such area shall have, at a minimum, a covered inspection area (roof) with a paved (concrete or asphalt) surface.

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

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

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

L. All vehicles stored or impounded as a result of a tow ordered by the Police Department shall be towed directly to an official storage lot unless the Police Department or other person legally in charge of the vehicle requests that it be taken to some other location. Vehicle release fees shall be established by resolution of the City Council. (Ord. 7190 §3, 2012; Ord. 7106 §5, 2010; Ord. 7004 §1, 2008; Ord. 6965 §3, 2007; Ord. 6454 §2, 1998)

#### **Section 5.15.120 Response time.**

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

B. Official police tow services agree that, for any thirty day period, the average response time pursuant to requests for tow service by the Police Department, shall not exceed twenty (20) minutes. Official police tow service also agrees that the maximum response time for any single request for tow service by the Police Department shall not exceed thirty (30) minutes. Response time is defined as the elapsed time between the relaying of the tow service request to the answering service and arrival of the tow vehicle on the scene. (Ord. 6965 §6, 2007; Ord. 6454 §2, 1998)

#### **Section 5.15.130 Determination of official police tow service providing service.**

A. 1. Official police tow service shall be placed on a "rotation list" in an initial order to be determined by the Police Department. The rotation list shall be used whenever a driver or owner of a disabled vehicle is unable to specify a particular garage or tow service, or whenever a

Police Department employee stores or impounds a vehicle and the driver or owner is not present or is not consulted.

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

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

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

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

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

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

7. For purpose of determining response, the City shall be divided into geographical service areas, as determined by the Police Department. The City reserves the right to alter the boundaries of any service area or to divide service areas further to create additional service areas. Official police tow service shall be placed into only one area, as determined by the Police Department. (Ord. 7106 §6, 2010; Ord. 6965 §7, 2007; Ord. 6454 §2, 1998)

#### **Section 5.15.140 Grounds for cancellation, revocation or suspension.**

The contractual agreement shall be subject to cancellation, revocation or suspension by the Deputy Chief of Police either as a whole or as to any person or vehicle described therein. The procedure for such cancellation, revocation or suspension is set forth herein as 5.15.145. The contract holder shall be given five days' notice to appear before the Traffic Bureau Commander to show cause why the contract should not be revoked or cancelled for any of the following reasons:

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

B. Breach of any rules, regulations, or conditions set forth in the contract or the Riverside Municipal Code;

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

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

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

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

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

H. Passing on a tow assignment three or more times in any calendar month. "Passing" is defined as refusing, for any reason, any tow assignment from the Riverside Police Department.

I. For any cause which the Riverside Police Department finds makes it contrary to the

public interest, convenience, necessity, or general welfare for the contract to continue. (Ord. 7106 §7, 2010; Ord. 6454 §2, 1998)

**Section 5.15.145 Procedure for action against official police tow service.**

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

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

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

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

1. The hearing shall be informal in nature.

2. Formal rules of evidence (California Evidence Code and/or the Federal Rules of Evidence) shall not apply.

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

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

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

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

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

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

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

8. An appeal hearing must be requested within ten (10) days. At the conclusion of the appeal hearing or within a reasonable time thereafter, the Chief of Police shall make a finding as to the imposed sanction. All findings of the Chief of Police are final. (Or. 7106 §8, 2010; Ord. 6965 §8, 2007; Ord. 6454 §2, 1998)

**Section 5.15.150 Liquidated damages.**

A. Official police tow services agree that official police tow services' failure to meet the average response time for any thirty day period, or failure to meet the maximum response time for any single request for tow service, will result in damages being sustained by the City. Such damages are, and will continue to be impracticable and extremely difficult to determine. Official police tow services agrees to pay the City five hundred dollars each and every time official

police tow services fails to meet the average response time requirements for any thirty calendar day period. Official police tow services agrees to pay the City two hundred dollars each and every time official police tow services fails to meet the maximum response time for any single request for tow service by the Police Department. Official police tow services further agree that said sums are the minimum value of the costs and actual damages caused by failure of the official police tow services to complete service within the allotted time period. Such sum is a liquidated damage and shall not be construed as a penalty. (Ord. 7106 §9, 2010; Ord. 6454 §2, 1998)