

**FIRST AMENDMENT TO MASTER AGREEMENT
FOR VEHICLE ABATEMENT WORK
AT VARIOUS LOCATIONS THROUGHOUT CITY
ON AN AS-NEEDED BASIS**

EXCLUSIVE RECOVERY, INC. DBA EXCLUSIVE TOWING

THIS FIRST AMENDMENT TO MASTER AGREEMENT FOR VEHICLE ABATEMENT WORK AT VARIOUS LOCATIONS THROUGHOUT CITY ON AN AS-NEEDED BASIS ("First Amendment"), is made and entered into this ____ day of _____, 2020, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City") and EXCLUSIVE RECOVERY, INC., a California corporation, doing business as EXCLUSIVE TOWING ("Contractor"), with respect to the following facts:

RECITALS

WHEREAS, on or about July 5, 2017, City and Contractor entered into the Master Agreement for Vehicle Abatement Work at Various Locations Throughout City ("Agreement"); and

WHEREAS, the Agreement will expire on June 30, 2020, but may be extended for a period of three (3) additional years; and

WHEREAS, City is satisfied with the performance of Contractor; and

WHEREAS, City and Contractor desire to extend the term of the Agreement by three (3) years, to June 30, 2023, and to increase the "Authorized Not to Exceed Amount" by Three Hundred Thousand Dollars (\$300,000), for a total amount of Six Hundred Thousand Dollars (\$600,000).

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, City and Contractor agree as follows:

1. The term of the Agreement is hereby extended by three (3) years, to June 30, 2023.
2. Paragraph 8.1, Contract Price, is hereby amended to increase the "Authorized Not to Exceed Amount" to Six Hundred Thousand Dollars (\$600,000).
3. All terms and conditions of the Agreement not inconsistent with this First Amendment, shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, City and Contractor have caused this First Amendment to Master Agreement for Vehicle Abatement Work at Various Locations Throughout City on an As-Needed Basis to be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

EXCLUSIVE RECOVERY, INC.,
a California corporation, doing business as
EXCLUSIVE TOWING

By: _____
City Manager

By: _____
Name: GERARD KOHUTSKY
Its: PRESIDENT

Attest: _____
City Clerk

By: _____
Name: GERARD KOHUTSKY
Its: VP

*Certified as to Funds Availability:

By: 
Edward Enriquez (May 4, 2020)
Finance Director

APPROVED AS TO FORM:

By: Kristi J. Smith
Kristi J. Smith (May 5, 2020)
Deputy City Attorney