

**SECOND AMENDMENT TO
OFFICIAL POLICE TOW TRUCK SERVICE AGREEMENT**

PEPE'S INC., A CALIFORNIA CORPORATION dba

PEPE'S TOWING SERVICE

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this _____ day of _____, 20__, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and PEPE'S INC., a California corporation doing business as PEPE'S TOWING SERVICE ("Contractor"), with respect to the following:

RECITALS

WHEREAS, City and Contractor entered into an Agreement for Official Police Tow Truck Service Agreement for the period from December 11, 2012, through January 1, 2015, ("Agreement"); and

WHEREAS, the parties then entered into a First Amendment, dated January 29, 2015, extending the term of the Agreement, for a renewal term of one year as provided in subparagraph 2 from January 1, 2015 through January 1, 2016, and increasing the Rate for Services in Exhibit "A." Such extension was the first of two extensions allowed under this Agreement.

WHEREAS, City and Contractor again desire to extend the term of the Agreement set forth in Paragraph I, subparagraph 1, for a second renewal term of one year, January 1, 2016, through January 1, 2017, as provided in subparagraph 2, and amending sections "J," "M," and "N." Such extension is the last extension allowed under this Agreement.

NOW, THEREFORE, City and Contractor hereby mutually agree as follows:

1. Renewal Term.

The term of this Agreement is hereby extended from January 1, 2016 to January 1, 2017.

2. Towing of Police Department Vehicles.

For tow services of Police Department vehicles inside the city limits, the tow companies shall provide this service and will be allowed to charge the Police Department \$116 for the service performed. Upon completion of the tow service, the tow company shall be placed back on top of the tow rotation.

For tow service of Police Department vehicles outside the city limits, the tow companies shall provide this service and will be allowed to charge the police department \$168 plus mileage (@ \$2.25 per mile) from portal to portal. Upon completion of the tow service, the tow company will not be placed back on top of the tow rotation.

3. J. OPTS OBLIGATIONS. 6. Compliance with Law. A portion of this section is amended as:

From: "If the employee is released, the Police Department should be notified immediately."

To: "If the employee is released, the Police Department shall be notified by the end of the next business day."

4. M. REMEDIES. 1. Liquidated Damages. A portion of this section is amended as follows:

From: "... one hundred dollars (\$100) each and every time OPTS fails to meet the maximum response time for any single request for tow service by the Police Department."

To: "... two hundred dollars (\$200) each and every time OPTS fails to meet the maximum response time for any single request for tow service by the Police Department."

5. Section N. GENERAL TERMS AND CONDITIONS. 3. Notices and

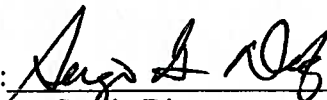
Communications Between the Parties shall include email notification.

The individuals executing this Second Amendment on behalf of Contractor each represent and warrant that they have the legal power, right, and actual authority to bind PEPE'S INC. doing business as PEPE'S TOWING SERVICE, to the terms and conditions hereof and thereof.

All terms and conditions of the Agreement not inconsistent herewith shall remain in full force and effect.


IN WITNESS WHEREOF City and Contractor have caused this Second Amendment to be duly executed on the day and year first above written.

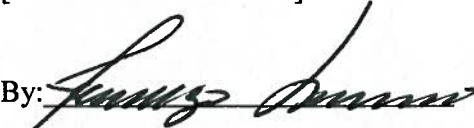
CITY OF RIVERSIDE,
a California charter city and municipal
corporation

By: 
Sergio Diaz
Chief of Police

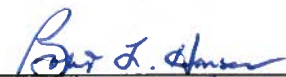
Attest: _____
City Clerk

PEPE'S INC., a California corporation dba
PEPE'S TOWING SERVICE

By: 
MANUEL ACOSTA, SECRETARY
[Printed Name and Title]

By: 
Leonido Navarro, Vice President
[Printed Name and Title]

APPROVED AS TO FORM:

By: 
~~Neil Okazaki~~ ROBERT L. HANSEN
Deputy City Attorney
Assistant