

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

EXCLUSIVE RECOVERY, INC dba EXCLUSIVE TOWING

This THIRD AMENDMENT TO OFFICIAL POLICE TOW TRUCK SERVICE AGREEMENT (“Third 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 (hereinafter referred to as “Contractor”), with respect to the following facts:

RECITALS

WHEREAS, on December 13, 2016, City and Contractor entered into that certain Official Police Tow Truck Service Agreement for Contractor to perform vehicle towing and storage services for the City’s Police Department pursuant to the terms and conditions stated therein (“Agreement”); and

WHEREAS, the initial term of the Agreement expired January 1, 2019, unless extended; and

WHEREAS, on December 5, 2018, City and Contractor entered into that certain First Amendment to the Agreement (“First Amendment”) which extended the Agreement term for one additional year to expire December 31, 2019; and

WHEREAS, on December 11, 2019, City and Contractor entered into that certain Second Amendment to the Agreement (“Second Amendment”) which extended the Agreement term for one additional year to expire December 31, 2020; and

WHEREAS, Riverside Municipal Code (“RMC”) Section 5.15.080(B) authorizes official police tow service agreements to be extended three times, for up to one (1) additional year each; and

WHEREAS, RMC Chapter 5.15 – “Regulation of Riverside Police Official Police Tow Truck Service” has been amended since City and Contractor entered into the Agreement; and

WHEREAS, City and Contractor desire to amend the Agreement a third time and extend the Agreement term for an additional one (1) year period to expire December 31, 2021; and

WHEREAS, City and Contractor desire by this Third Amendment to acknowledge that RMC Chapter 5.15 has been amended since City and Contractor entered into the Agreement, and to agree to be subject to RMC Chapter 5.15 in its revised and current form.

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

1. The Agreement Term shall be extended for one (1) additional year, with a new expiration date of December 31, 2021.

2. City and Contractor acknowledge that Riverside Municipal Code Chapter 5.15, "Regulation of Riverside Police Official Police Tow Truck Service" has been amended since City and Contractor entered into the Agreement, and City and Contractor agree to be subject to RMC Chapter 5.15 in its revised and current form.

3. All terms and conditions of the Agreement not inconsistent with the First Amendment, Second Amendment, and this Third 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 Third Amendment to Official Police Tow Truck Service Agreement 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: GERALD Kottler
Its: PRES

Attest: _____
City Clerk

By: _____
Name: GERALD Kottler
Its: V Pres.

Certified as to funds availability:

By: _____
Chief Financial Officer

Witness:

D. Peterson
Sec/Witness.

APPROVED AS TO FORM:

By: Eliot Min
Deputy City Attorney