

1 THIRD AMENDMENT TO AGREEMENT NO. 35522

2 **35522**

3 THIS THIRD AMENDMENT TO AGREEMENT NO. 35522 is made and
4 entered, in duplicate, as of March 31, 2022, for reference purposes only, pursuant to a
5 minute order adopted by the City Council of the City of Long Beach at its meeting on April
6 14, 2020, by and between SUPREME TOWING SERVICE, INC., DBA CITY TOW
7 SERVICE, a California corporation ("Contractor"), with a place of business at 1485 Canal
8 Ave., Long Beach, CA 90813, and the CITY OF LONG BEACH, a municipal corporation
9 ("City").

10 WHEREAS, City and Contractor (the "Parties") entered into Agreement No.
11 35522 (the "Agreement") whereby Contractor agreed to provide as-needed vehicle towing
12 ("Project"); and

13 WHEREAS, the parties entered into a First Amendment to revise the annual
14 amount of the Agreement; and

15 WHEREAS, the parties entered into a Second Amendment to increase the
16 annual amount of the agreement;

17 WHEREAS, the parties currently desire to enter into a Third Amendment to
18 revise the annual contract amount and extend the term for one additional one-year
19 period;

20 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
21 conditions herein contained, the parties agree as follows:

22 1. Section 1.A. of Agreement No. 35522 is hereby amended to read as
23 follows:

24 "A. Contractor shall furnish specialized services more particularly
25 described in Exhibit "A", attached to this Agreement and incorporated by this
26 reference, in accordance with the standards of the profession, and City shall pay
27 for these services in the manner described below, in an annual amount not to
28 exceed Two Hundred Thousand Dollars (\$200,000), at the rates or charges shown

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CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1 in Exhibit "B". Contractor is not entitled to any money under this Agreement
2 unless the City, in its sole discretion, requests Contractor to provide services
3 pursuant to this Agreement."

4 2. Section 2. of Agreement No. 35522 is hereby amended to read as
5 follows:

6 "2. TERM. The term of this Agreement shall commence at midnight on
7 May 1, 2020, and shall terminate at 11:59 p.m. on April 30, 2023, unless sooner
8 terminated as provided in this Agreement. City shall have the option to extend the term of
9 this Agreement for two (2) additional one-year periods, at the discretion of the City
10 Manager."

11 3. Except as expressly modified herein, all of the terms and conditions
12 contained in Agreement No. 35522 are ratified and confirmed and shall remain in full
13 force and effect.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

SUPREME TOWING SERVICE, INC., DBA
CITY TOW SERVICE, a California
corporation

4, 4, 2022

By [Signature]
Name HMEY H FARRAKI
Title PRESIDENT

4, 4, 2022

By [Signature]
Name BEN SHAFIEE
Title SECRETARY

"Consultant"

CITY OF LONG BEACH, a municipal
corporation

April 15, 2022

By [Signature]
City Manager

"City"

This Third Amendment to Agreement No. 35522 is approved as to form on

April 12th, 2022.

CHARLES PARKIN, City Attorney

By [Signature]
Anita Lakhani, Deputy