

**AMENDMENT NUMBER ONE TO
AGREEMENT FOR PROFESSIONAL TOWING SERVICES
WITH F M G, INC. DBA HADLEY TOW**

This Amendment Number One ("Amendment") is made and entered into this 21st day of May, 2019 ("Effective Date") by and between the City of Fullerton, a California municipal corporation ("City") and F M G, INC., a California corporation DBA HADLEY TOW ("Operator").

WHEREAS, on June 1, 2014, Operator and City entered into an agreement for Operator to provide towing services in the City of Fullerton (the "Agreement"); and

WHEREAS, City and Operator desire to amend Section 2.0 of the Agreement as set forth herein; and

WHEREAS, Operator and City also desire to amend provisions of the Agreement in order to clarify requirements and procedures.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Section 2.0 of the Agreement shall be deleted in its entirety and replaced with the following:

This Agreement will become effective on the Effective Date and will remain in effect for a period of five (5) years. Thereafter, this Agreement shall automatically extend for successive one (1) month periods, unless terminated as set forth herein.

2. Section 4.2 of the Agreement is deleted in its entirety and replaced with the following:

4.2 At the end of each month, City shall send to Operator its records of tows for the month. Within two weeks of receipt of City's records, Operator shall review City's records against its own records and inform City of any discrepancies in the number of tows. City and Operator shall cooperate to resolve any discrepancies. Upon completion of the review period for the third month in a quarter, City shall invoice Operator for the tows for that quarter. Within two weeks of the mailing of the invoice, the Operator shall provide payment and records documenting tows for that quarter. Such records shall include, but not be limited to, all tow logs of Operator for the subject quarter. Upon termination of this Agreement or upon request by the City, the Operator shall deliver to the City all documentation or other written materials evidencing the number of vehicles towed by Operator and the amount of fees paid to the City.

3. Exhibit A to the Agreement, "City of Fullerton Police Department Tow Policy Guidelines and Requirements" is replaced by Exhibit "1" attached to this Amendment and incorporated herein by this reference. The City of Fullerton Police Department Tow Policy Guidelines and Requirements may be revised hereafter by the Fullerton Police Department without requiring an amendment to the Agreement. City shall promptly provide Operator a copy of any revision.

4. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.

5. All terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have set their hand by their duly authorized representatives as of the day and year first above written.

CITY OF FULLERTON

Kenneth Domer, City Manager

Date: _____

OPERATOR

Signature

Date: _____

Name and Title

APPROVED AS TO FORM:

Richard D. Jones, City Attorney

ATTEST:

Lucinda Williams, City Clerk

EXHIBIT 1

**CITY OF FULLERTON
POLICE DEPARTMENT
TOW POLICY GUIDELINES AND REQUIREMENTS**