

FIRST AMENDMENT TO THE LICENSED IMPOUND PROVIDER SERVICES AGREEMENT

This First Amendment to the Licensed Impound Provider Services Agreement (First Amendment) is made and entered into by and between the City of San Diego (City) and PAC Associated, Inc. dba Pacific Autow Center & Tows Pros (Contractor), also referred to individually as "Party" and collectively as the "Parties."

RECITALS

1. City issued Request for Statement of Qualifications (RFSQ) 10084933-17-V, Towing and Impound Services and accepted Contractor's response to serve as a Licensed Impound Provider (LIP), resulting in a contract between the City and Contractor (Contract). The Contract is comprised of the RFSQ and Cover Sheet; The City of San Diego's General Contract Terms and Provisions dated November 8, 2016 (General Provisions); the successful response(s); the City's Notice of Intent to Award and Notice to Proceed letter(s); any written clarifications between the City and the Contractor regarding the response (if any); the City's written acceptance of any exceptions or clarifications incorporated in the Responses (if any); any exhibits, attachments, or addenda to any of the aforementioned documents, and any documents incorporated therein by reference, including the SDPD Managed Towing Operations Manual.

2. The Contract may be amended by written agreement executed by duly authorized representatives of both Parties.

3. The Parties wish to amend the Contract to include the revisions to the City's General Terms and Provisions and the San Diego Police Department (SDPD) Managed Towing Operations Manual.

TERMS

For each section of the Contract amendment, do the following:

1. Exhibit B, City's General Terms and Provisions, dated November 8, 2016 of the Contract is deleted in its entirety and shall be replaced with the attached Exhibit B, City's General Terms and Provisions, dated December 18, 2017.

2. Attachment A, SDPD Managed Towing Operations Manual of the Contract dated February 9, 2017 is deleted in its entirety and shall be replaced with the attached, Attachment A, SDPD Managed Towing Operations Manual, dated September 19, 2018.

3. This First Amendment will be effective when signed by both parties and approved by the City Attorney in accordance with Charter section 40.

Contract Amendment
Effective: October 13, 2014
OCA Document No. 861155_3

4. All provisions of the Agreement not addressed in this First Amendment remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment is executed by City and Contractor acting by and through their authorized officers.

Contractor

By: Mehdi Etemad-Haeri
Name: Mehdi Etemad-Haeri
Title: President
Date: 9-27-2018

City of San Diego

By: Kristina Peralta
Name: Kristina Peralta
Title: Director
Date: 11 OCT 2018
Title: Purchasing & Contracting

Approved as to form this 11 day of
October 2018

MARA W. ELLIOTT, City Attorney

By: Linda L. Peter
Deputy City Attorney
Linda L. Peter
Print Name

FIRST AMENDMENT TO THE LICENSED TOW PROVIDER SERVICES AGREEMENT

This First Amendment to the Licensed Tow Provider Services Agreement (First Amendment) is made and entered into by and between the City of San Diego (City) and PAC Associated, Inc. dba Pacific Autow Center & Tows Pros (Contractor), also referred to individually as "Party" and collectively as the "Parties."

RECITALS

1. City issued Request for Statement of Qualifications (RFSQ) 10084933-17-V, Towing and Impound Services and accepted Contractor's response to serve as a Licensed Tow Provider (LTP), resulting in a contract between the City and Contractor (Contract). The Contract is comprised of the RFSQ and Cover Sheet; The City of San Diego's General Contract Terms and Provisions dated November 8, 2016 (General Provisions); the successful response(s); the City's Notice of Intent to Award and Notice to Proceed letter(s); any written clarifications between the City and the Contractor regarding the response (if any); the City's written acceptance of any exceptions or clarifications incorporated in the Responses (if any); any exhibits, attachments, or addenda to any of the aforementioned documents, and any documents incorporated therein by reference, including the SDPD Managed Towing Operations Manual.

2. The Contract may be amended by written agreement executed by duly authorized representatives of both Parties.

3. The Parties wish to amend the Contract to include the revisions to the City's General Terms and Provisions and the San Diego Police Department (SDPD) Managed Towing Operations Manual.

TERMS

For each section of the Contract amendment, do the following:

1. Exhibit B, City's General Terms and Provisions, dated November 8, 2016 of the Contract is deleted in its entirety and shall be replaced with the attached Exhibit B, City's General Terms and Provisions, dated December 18, 2017.

2. Attachment A, SDPD Managed Towing Operations Manual of the Contract dated February 9, 2017 is deleted in its entirety and shall be replaced with the attached, Attachment A, SDPD Managed Towing Operations Manual, dated September 19, 2018.

3. This First Amendment will be effective when signed by both parties and approved by the City Attorney in accordance with Charter section 40.

4. All provisions of the Agreement not addressed in this First Amendment remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment is executed by City and Contractor acting by and through their authorized officers.

Contractor

By: Mehdi Etemad-Haeri

Name: Mehdi Etemad-Haeri

Title: President

Date: 9-27-18

City of San Diego

By: Kristina Peralta

Name: Kristina Peralta
Director

Title: Purchasing & Contracting

Date: 11 Oct 2018

Approved as to form this 11 day of
October, 2018

MARA W. ELLIOTT, City Attorney

By: Linda L. Peter
Deputy City Attorney

Linda L. Peter
Print Name