

**FOURTH AMENDMENT
TO GENERAL SERVICES AGREEMENT NUMBER F001621
WITH CREAM'S DISMANTLING INC., DBA CREAM'S TOWING**

This Fourth Amendment to Agreement number F001621, dated January 23, 2018 ("Agreement") is made as of this _____ day of _____, 2020, by and between the City of Santa Rosa, a municipal corporation ("City"), and Cream's Dismantling Inc., dba Cream's Towing, Santa Rosa, CA, a California Corporation ("Contractor").

RECITALS

- A. City and Contractor entered into the Agreement for Contractor to provide abandoned vehicle abatement services. The First Amendment increased compensation. The Second Amendment increased compensation. The Third Amendment extended the contract and increased compensation.
- B. City and Contractor now desire to amend the Agreement for the purpose of extending the term and increasing compensation.

AMENDMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

- 1. TERM, SUSPENSION, TERMINATION

Section 4 of the Agreement is amended to read as follows:

"CONTRACTOR shall begin work within 14 days after receipt of a Notice to Proceed from CITY. CONTRACTOR shall thereupon work diligently and continuously to provide all the required services and activities described herein. The term of this contract shall be for two years, commencing on the date above. CITY and CONTRACTOR may, upon mutual agreement of both parties, extend this Agreement for up to four (4) additional one year terms or other combination of renewal options not to exceed a cumulative total of six years."

Pursuant to Section 4 of the Agreement, the parties hereby agree to extend the term of the Agreement for an additional year.

2. COMPENSATION

Section 5 of the Agreement is amended to increase the compensation payable to Contractor under the Agreement by \$100,000 to read as follows:

“The total of all fees paid to Contractor for the satisfactory performance and completion of all services set forth in the Agreement shall not exceed the total sum of \$395,000. The Chief Financial Officer is authorized to pay all proper claims from various department charge numbers.”

3. ELECTRONIC SIGNATURE AND COUNTERPARTS

Section 31 (Counterparts and Electronic Signatures) is added to the Agreement after Section 30 (Signatures Required for Corporations) as follows:

“Section 31. Counterparts and Electronic Signatures. This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Contractor wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any digital signature that cannot be positively verified by the City as an authentic electronic signature.”

All other terms of the Agreement shall remain in full force and effect.

Executed as of the day and year first above stated.

CONTRACTOR:

Name of Firm: Cream's Dismantling Inc.,
DBA Cream's Towing

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

Signatures of Authorized Persons:

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

City of Santa Rosa Business Tax Cert. No.

_____9997075000_____

CITY OF SANTA ROSA
a Municipal Corporation

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

Office of the City Attorney

ATTEST:

City Clerk