

**AMENDMENT NO. 5 TO
AGREEMENT BETWEEN THE CITY OF HAWTHORNE AND
U.S. TOW FOR NON-EXCLUSIVE TOWING AND STORAGE
SERVICES**

THIS FIFTH AMENDMENT TO THE AGREEMENT, for non-exclusive towing and storage services, is made and entered into this _____ day of June, 2025, by and between the City of Hawthorne (“CITY”) and U.S. Tow (“CONTRACTOR”).

RECITALS

- A. Reference is hereby made to the Agreement dated September 28, 2006, whereby CONTRACTOR agreed to provide non-exclusive towing and storage services to the CITY.
- B. Reference is hereby made to the Agreement to the First Amendment to the Agreement which was approved by the City Council on July 28, 2009.
- C. Reference is hereby made to the Agreement to the Second Amendment to the Agreement which was approved by the City Council on August 12, 2014.
- D. Reference is hereby made to the Agreement to the Third Amendment to the Agreement which was approved by the City Council on June 12, 2018.
- E. Reference is hereby made to the Agreement to the Fourth Amendment to the Agreement which was approved by the City Council on January 11, 2022.
- F. This Fifth Amendment to the Agreement amends Section 10, “TOWING AND STORAGE FEE SCHEDULE.”
- G. Except as otherwise specifically amended herein, all other terms and conditions contained in the original September 28, 2006 Agreement shall remain in full force and effect.

NOW, THEREFORE, in consideration of the foregoing Recitals, the Agreement of the parties as set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. All recitals stated in the Fifth Amendment are true and correct.

Section 2. “CONTRACT TERM” is hereby deleted and replaced by new Section 1 which shall read as follows:

- 1. The Contract (“contract” or “agreement”) shall commence on or about August 11, 2006, and continue to August 11, 2027, inclusive of both dates. The contract may be extended by mutual written agreement of both parties for up to one (1) additional three year term.

Section 3. Section 10 “TOWING AND STORAGE FEE SCHEDULE” is hereby deleted and replaced by new Section 10, which shall read as follows:

- 10. Pursuant to fees charged under the City’s prior police towing and storage agreement, the following Towing and Storage Fee Schedule shall be in effect. The City Council may from time to time amend by resolution the following Towing and Storage Fee Schedule, which amendment shall then become the Towing and Storage Fee Schedule under this Contract. The fees listed below do not include the separate City Administrative Fee and City Permit Charge, as set forth below.

A) Towing and Storage Fee Schedule

1	Tow Light Duty (Standard Vehicles) (Per Hour)	\$164.00
2.	Storage for Standard Vehicles (Per Day)	\$52.50
3.	Dolly surcharge should vehicle require their use	\$75.00
4.	Tow Motorcycles (Per Hour)	\$164.00
5.	Storage Motorcycles (Per Day)	\$7.00
6.	Tow HD Trucks/Trailers Under 20 feet (Per Hour)	\$264.00
7.	Storage HD Trucks/Trailers Under 20 feet (Per Day)	\$52.50
8.	Tow HD Trucks/Trailers Over 20 feet (Per Hour)	\$264.00
9.	Storage HD Trucks/Trailers Over 20 feet (Per Day)	\$52.50
10.	Tow HD Trucks/Trailers Over 40 feet (Per Hour)	\$382.00
11.	Storage HD Trucks/Trailers Over 40 feet (Per Day)	\$67.00
12.	Tow Heavy Duty Which Requires Special Equipment (Per Hour)	\$447.00
13.	Storage Heavy Duty Which Requires Special Equipment (Per Day)	\$67.00
14.	Tow Heavy Duty Hazardous (Per Hour)	\$707.00
15.	Storage Heavy Duty Hazardous (Per Day)	\$67.00
16.	Service Calls	\$82.00
17.	Mileage (Per Each Mile)	\$11.00
18.	Tow Major Parts/Components (Per Hour)	\$164.00
19.	Storage Major Parts/Components (Per Day)	\$8.00

Hourly charge for additional labor to facilitate movement of vehicle(s): 1 hour of tow rate for situation.

Non-business hours: Monday through Friday, 2000 hours to 0700 hours the following day; Saturday, 1900 hours to 0700 hours the following day; Sunday, 1800 hours to 0700 hours the following day.

Lien Sale Processing Charges to be determined by City Attorney and Tow Contractor.

Section 4. Except as otherwise specifically amended by the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment herein, all other terms and conditions contained in the Contract dated September 28, 2006, shall remain in full force and effect.

IN WITNESS WHEREOF, this Fifth Amendment to the Agreement has been executed by their duly authorized representatives.

CITY OF HAWTHORNE

By _____
Vontray Norris, City Manger
City of Hawthorne

Date _____

U.S. TOW

By _____
Rajpal Dhillon, President
U.S. Tow

Date _____

ATTEST

By _____
Dayna Williams-Hunter, City Clerk
City of Hawthorne

Date _____

APPROVED AS TO FORM

By _____
Robert Kim, City Attorney
City of Hawthorne

Date _____