

**SECOND AMENDMENT  
TO  
SERVICE PROVIDER AGREEMENT  
FOR  
TOWING CONTRACT**

This Second Amendment ("Amendment") is dated effective this 1<sup>st</sup> day of January, 2022, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and Summit Towing, a Washington State corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective January 1, 2016, and a First Amendment dated January 1, 2019 whereby the SERVICE PROVIDER agreed to provide towing and storage services ("Agreement").

B. Section 14 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to continue the services described in Section 1 of the Agreement, extend the term of the Agreement, and increase the rates paid to the SERVICE PROVIDER.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. TERM.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2022.

2. COMPENSATION

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement, Section 4.C of the Agreement shall be amended to increase the compensation paid to the SERVICE PROVIDER pursuant to the accepted bid proposal attached hereto as Exhibit "B-2" and by this reference incorporated herein. The total amount of the agreement and this second amendment shall not exceed \$30,000.

3. FULL FORCE AND EFFECT.

All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.

CITY:  
CITY OF TUMWATER  
555 Israel Road SW  
Tumwater, WA 98501

SERVICE PROVIDER:

Summit Towing  
3534 16th St SE  
Olympia, WA. 98506

\_\_\_\_\_  
Debbie Sullivan, Mayor

Ryan Schultz  
Signature (Notarized – see below)  
Printed Name: Ryan Schultz  
Title: pres.

ATTEST:

\_\_\_\_\_  
Melody Valiant, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney

State of Washington

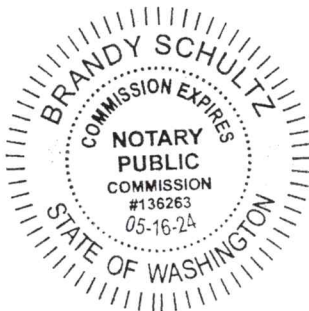
County of Thurston

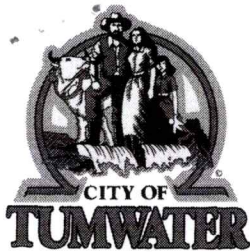
I certify that I know or have satisfactory evidence that Ryan Schultz is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the President of Summit Towing to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12/14/21

Ryan Schultz  
(Signature)

Notary Public in and for the State of Washington  
My appointment expires 5/16/24





City Hall  
555 Israel Road SW  
Tumwater, WA 98501-6515  
Phone: 360-754-5855  
Fax: 360-754-4138

**EXHIBIT "B-2"**

**BID PROPOSAL**

In response to the City of Tumwater request for proposals for the towing and/or storage of impounded, and city owned vehicles, the undersigned does hereby submit the following bid (less sales tax) for a three year period from date of contract:

**IMPOUND FEE:**

A) Class 'A' Tow Truck	\$ <u>70<sup>00</sup></u>
B) Class 'B' Tow Truck	\$ <u>135<sup>00</sup></u> per hour
C) Class 'C' Tow Truck	\$ <u>452<sup>00</sup></u> per hour
D) Class 'D' Tow Truck	\$ <u>N/A</u>
E) Class 'E' Tow Truck	\$ <u>76<sup>00</sup></u>

MILEAGE RATE: \$ 3.50

DOLLY RATE: \$ 35<sup>00</sup>

**STORAGE FEE:**

A) Outside	\$ <u>1.00</u>
B) Inside	\$ <u>1.00</u>

STORAGE LOCATION: 3534 W<sup>th</sup> St SE

OTHER (DESCRIBE) winch out \$ 135 per hour

DATE: 12/14/21

**COMPANY NAME:**

Summit Towing

Signature Ryan Schultz

**COMPANY ADDRESS:**

3534 W<sup>th</sup> St SE

Name (Printed) Ryan Schultz

Olympia, Wa 98506

Title pres.