

**AMENDMENT TO THE GRAFFITI ABATEMENT SERVICES CONTRACT WITH  
TYMELINE TECHNOLOGY**

This is a Contract Amendment ("Amendment") to the Graffiti Abatement Services Contract dated September 1, 2011 by and between TYMELINE TECHNOLOGY (hereinafter "Contractor") and the CITY OF WEST COVINA (hereinafter "City").

**Recitals**

WHEREAS, on or about September 1, 2011, the City entered into a Contract Agreement ("Agreement") with Contractor for graffiti abatement services; and

WHEREAS, Contractor has provided graffiti abatement services since that time; and

WHEREAS, Contractor has proposed a five year extension to the Agreement extending service until September 1, 2019; and

WHEREAS, Contractor has proposed an annual cost of living increase of 3.5% that would be at the discretion of the City Manager with the recommendation of the Chief of Police of West Covina; and

WHEREAS, on November 20, 2012, Contractor's proposal was presented to the City Council for consideration and was subsequently approved by the City Council; and

NOW, THEREFORE, the City and Contractor desire to amend the Agreement as set forth herein.

**SECTION 1. TERM OF THE AGREEMENT.**

Section 7.1 of the Agreement is hereby amended to read as follows:

This Contract shall be for a for a seven (7) year period terminating on September 1, 2019. Upon mutual agreement of the City and the Contractor, this Contract may be renewed on an annual or month-to-month basis as best meets the needs of the City. The Contract may be cancelled without cause by either party after the ninety (90) day start-up period and upon thirty (30) days written notice as provided in Article XIII of this Contract.

**SECTION 2. COST OF LIVING INCREASE.**

Section 6.3 of the Agreement is hereby added to read as follows:

Compensation may increase by Three and One-Half Percent (3.5%) each year for the term of the Contract. Contractor shall provide City notice that it desires such increase. Any increase in compensation requires prior City written approval by the City Manager with the recommendation of the Chief of Police of West Covina. Any compensation in addition to that stated in Section 6.1 of this Contract is at the sole discretion of the City.

**SECTION 3. EFFECTIVE DATE**

Unless otherwise specified herein, this Amendment shall become effective as of the date set forth below or when the last of the parties, whether City or Contractor, executes this document.

**SECTION 4. GENERAL PROVISION**

Except as herein amended, all of the terms and conditions of the Agreement shall remain unchanged.

**CITY OF WEST COVINA**

**TYMELINE TECHNOLOGY**

By: Michael Touhey  
Michael Touhey  
Mayor

By: Mark Kennedy  
Mark Kennedy

Dated: 1/8/2013

Dated: 12-11-12

**ATTEST:**

By: Laurie Carrico  
Laurie Carrico  
City Clerk

Dated: 1/8/2013

**APPROVED AS TO FORM:**

By: Arnold M. Alvarez-Glasman  
Arnold M. Alvarez-Glasman  
City Attorney