

**AMENDMENT TO TOW SERVICES AGREEMENT FOR AREA-2
BOB'S TOW**

This Amendment to Tow Services Agreement For Area-2 Bob's Tow ("Amendment") is made as of Sept. 18, 2012, by and between the CITY OF WEST COVINA (the "City") and BOB'S TOW ("Tow Operator" or "Operator").

RECITALS

WHEREAS, on or about July 1, 2009, the City entered into an Agreement with Tow Operator for tow services in Area 2 of the City ("Agreement");

WHEREAS, the City and Tow Operator desire to amend the Agreement;

NOW, THEREFORE, the parties agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms contained in this Amendment shall have the same meanings as given to them in the Agreement.

2. Amendment to Section 2A of the Agreement. Section 2A of the Agreement is hereby deleted in its entirety and replaced with the following:

"Administrative Fee. The Operator hereby has offered to pay an annual fee as compensation and an administrative fee to the City; and the City accepts such offer for the sole towing rights to geographic Area 2. Operator shall pay the City an annual franchise fee equal to thirty percent (30%) of the gross revenues of this contract. Franchise fee payments and all required reporting to made on the 10th of each month."

3. Addition of Section 2B of the Agreement. Section 2B of the Agreement is hereby added to read:

"City-Sponsored Community Event Fee. In addition, the Operator agrees to pay an annual bonus of 1.5% of the gross revenue of this contract to the City for City-sponsored City-sponsored community events."

4. Amendment to Section 3 of the Agreement. Section 3 of the Agreement is hereby deleted in its entirety and replaced with the following:

"This Agreement shall commence as of October 1, 2012, and unless sooner terminated shall continue until October 1, 2022. Thereafter, the Agreement may be extended for additional periods up to five years upon mutual agreement of the parties and on the same terms and conditions."

5. Amendment to Section 6F. Section 6F of the Agreement is hereby deleted in its entirety and replaced with the following:

"During the term of the Agreement, any change to fees must receive prior written approval by WCPD."

6. Effective Date. This Amendment shall be effective as of the date first set forth above (the "Effective Date").

7. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

8. Authority to Sign. Each of the persons executing this Amendment on behalf of a Party hereto warrants that: (i) such Party is duly organized and existing, (ii) the signer is duly authorized to execute and deliver this Agreement on behalf of said Party, and (iii) by so executing this Amendment, such Party is formally bound to the provisions of this Amendment.

9. No Other Changes. Except as expressly set forth in this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

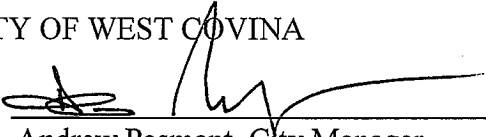
IN WITNESS WHEREOF, the Parties enter this Amendment on the date first written above.

"City"

"Tow Operator"

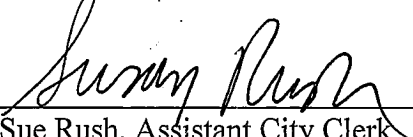
CITY OF WEST COVINA

BOB'S TOW

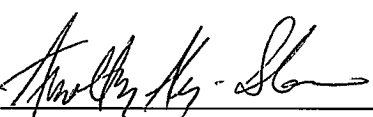
By: 
Andrew Pasmant, City Manager

By: 

ATTEST:

By: 
Sue Rush, Assistant City Clerk

APPROVED AS TO FORM:

By: 
Arnold M. Alvarez-Glasman, City Attorney