

**THIRD AMENDMENT TO THE AGREEMENT FOR
GRAFFITI ABATEMENT SERVICES
BETWEEN
THE CITY OF SAN JOSE
AND GRAFFITI PROTECTIVE COATINGS, INC.**

This Third Amendment to the Agreement for Graffiti Abatement Services by and between the City of San José, a municipal corporation (hereinafter “City”), and Graffiti Protective Coatings, Inc., a California corporation (hereinafter “Contractor” or “GPC”), is entered into on the date of execution by City (“Effective Date”).

RECITALS

WHEREAS, on June 29, 2011, City and Contractor entered into an agreement entitled "Agreement for Graffiti Abatement Services between the City of San José and Graffiti Protective Coatings, Inc." ("Agreement"); and

WHEREAS, on February 18, 2015, City and Contractor entered into the First Amendment to increase the maximum compensation by \$1,006,797 for a revised maximum compensation of \$4,166,300 to maintain contracted graffiti eradication services throughout the City through the end of the initial term; and

WHEREAS, on May 2, 2016, the City exercised the First Option Period through June 26, 2018 for an incremental amount of \$2,046,090; and

WHEREAS, on September 9, 2017, City and Contractor entered into the Second Amendment to expand the scope of services to add App-Order and CRM Integration services, and increase the maximum compensation by \$88,000 for a revised maximum compensation of \$6,300,390; and

WHEREAS, on May 2, 2018, the City exercised the Second Option Period through June 26, 2020 for an incremental amount of \$2,179,128; and

WHEREAS, on February 12, 2020, the City amended and restated the Second Option Period through June 26, 2020 for a revised incremental amount of \$2,254,098; and

WHEREAS, City and Contractor now wish to further modify the Agreement to extend the term by up to two (2) additional two-year options to extend the Agreement through June 26, 2024, from two (2) to four (4) two-year options, for ongoing graffiti abatement services, and to correct a clerical error in the amount pertaining to the increase in compensation in the First

Amendment from \$999,797 to \$1,006,797, with Exhibit B, Compensation, and the maximum compensation remaining unchanged;

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

Section 3.2 of the Agreement, entitled "Options," is amended to read as set forth below:

3.2 Options

The City reserves the right to extend the term of this Agreement for four (4) additional two-year periods (the "Additional Terms") through June 26, 2024 based upon the same conditions of the Initial Term, subject to adjustments for compensation as set forth in Exhibit B, Compensation. City shall notify Contractor in writing of its intention to exercise its option for an Additional Term no less than thirty (30) days prior to the end of the then current Term.

All terms and conditions of the original Agreement and the First and Second Amendments not expressly modified by this Third Amendment shall remain unchanged and in full force and effect.

WITNESS THE EXECUTION HEREOF on the day and year set forth beneath the respective names below.

City of San José
a municipal corporation

Graffiti Protective Coatings, Inc.,
a California corporation

By _____
Jennifer Cheng
Deputy Director, Finance
Date: _____

By _____
Carla Lenhoff
President
Date: _____

APPROVED AS TO FORM:

Rosa Tsongtaatarii
Senior Deputy City Attorney

By _____
Steven Lenhoff
Secretary
Date: _____