

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1 THIRD AMENDMENT TO AGREEMENT NO. 35514

2 **35514**

3 THIS THIRD AMENDMENT TO AGREEMENT NO. 35514 is made and
4 entered, in duplicate, as of July 21, 2021, for reference purposes only, by and between the
5 CITY OF LONG BEACH, a municipal corporation ("City"), and THOMAS B. MODICA ("City
6 Manager").

7 WHEREAS, City and City Manager (the "Parties") entered into Agreement
8 No. 35514 to incorporate certain conditions of employment, working conditions and
9 benefits of the City Manager into a written agreement; and

10 WHEREAS, City and City Manager entered into a First Amendment to
11 Agreement No. 35514 to allow City Manager to voluntarily participate in a work furlough
12 program on the same terms and conditions as those applied to other City employees for
13 Fiscal Year 2021; and

14 WHEREAS, the work furlough program for City employees was suspended
15 effective April 17, 2021; and

16 WHEREAS, City and City Manager entered into a Second Amendment to
17 Agreement No. 35514 to suspend the furlough conditions applied to the City Manager; and

18 WHEREAS, it is the desire of the City Council to further amend the City
19 Manager's contract with the City of Long Beach; and

20 WHEREAS, the City Council of the City of Long Beach and the City Manager
21 have mutually agreed to memorialize the provisions for compensation in an amendment to
22 the existing contract, and incorporate the amendment into the existing contract;

23 NOW, THEREFORE, in consideration of the mutual terms, conditions and
24 covenants herein contained, the Parties agree as follows:

25 Section 1. Effective July 31, 2021, the language in Section 5.A of
26 Agreement No. 35514 is amended to read as follows:

27 "5. Compensation. The City shall pay to Manager for his services
28 performed hereunder a base salary of \$309,612.93 for each twelve (12)-month period.

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1 Five percent (5%) of the Manager's salary is conditioned on Manager residing within the
2 City of Long Beach. Should the Manager not live in Long Beach, Manager is required to
3 inform the City Council and salary will be reduced by five percent (5%). Subsequent salary
4 adjustments may also be determined from time to time by Council and established by
5 Resolution of the Council."

6 Section 2. Except as expressly amended in this Amendment, all terms and
7 conditions in Agreement No. 35514 are ratified and confirmed and shall remain in full force
8 and effect.

9 IN WITNESS WHEREOF, the Parties hereto have caused this document to
10 be executed, in duplicate, with all of the formalities required by law.

11 CITY OF LONG BEACH, a municipal
12 corporation
13 August 12, 2021 By Linda J. Jabron
14 City Manager

15 "City"
16 August 11, 2021 By [Signature]
17 Thomas B. Modica

18 "Manager"

19
20 This Third Amendment to Agreement No. 35514 is approved as to form on
21 Aug. 17, 2021.

22 CHARLES PARKIN, City Attorney
23 By [Signature]
24 Deputy
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