

1 all license fees retained by Long Beach exceeds Annual Compensation on
2 June 30 of that same year, then the excess shall be divided equally
3 between Long Beach and Cerritos.

4 ii. Year Two (2). Annual Compensation shall be adjusted
5 by the percent change in the Consumer Price Index (CPI) for All Urban
6 Consumers, All Items, Base Period 1982-84=100, for the Los Angeles-
7 Riverside-Orange County, CA Area (March 2013 to March 2014), as
8 published by the United States Department of Labor, Bureau of Labor
9 Statistics (CUURA421SA0), which shall not be less than zero (0) and shall
10 not exceed eight percent (8%) ("Adjusted Annual Compensation"). In the
11 event and to the extent that the total amount of any and all fees retained by
12 Long Beach does not equal or exceed Adjusted Annual Compensation on
13 June 30 of the second year period of July 1, 2013 through June 30, 2014,
14 then Cerritos shall pay to Long Beach the difference between the total fees
15 as set forth in Section 4.A. and Adjusted Annual Compensation. Payment
16 of the difference shall be made on or before July 31 of that same year. In
17 the event and to the extent that the total amount of all license fees retained
18 by Long Beach exceeds Adjusted Annual Compensation on June 30 of that
19 same year, then the excess shall be divided equally between Long Beach
20 and Cerritos."

21 3. Section 4.D. is hereby amended in its entirety to read as follows:

22 D. "Compensation in the Event of Termination. In the event of
23 termination of this Agreement pursuant to Section 7 or Section 9, Long Beach
24 shall retain fees as compensation for services provided by Long Beach through
25 the effective date of the termination.

26 i. Year One (1). In the event and to the extent that the
27 total amount of any and all fees retained by Long Beach to the effective
28 date of termination does not equal or exceed Annual Compensation for

1 each month that the Agreement has been in effect until June 30, 2013, then
2 Cerritos shall pay to Long Beach the difference between the total fees as
3 set forth in Section 4.A. to the effective date of termination and the dollar
4 figure obtained by multiplying Annual Compensation times the number of
5 months the Agreement was in effect between July 1, 2012 through June 30,
6 2013. A partial month shall be deemed a full month. Payment of the
7 difference shall be made within thirty (30) days after the effective date of
8 termination. Any excess fees shall be paid to Cerritos.

9 ii. Year Two (2). In the event and to the extent that the
10 total amount of any and all fees retained by Long Beach to the effective
11 date of termination but prior to June 30, 2014 does not equal or exceed
12 Adjusted Annual Compensation for each month that the Agreement has
13 been in effect until June 30, 2014, then Cerritos shall pay to Long Beach
14 the difference between the total fees as set forth in Section 4.A. to the
15 effective date of termination and the dollar figure obtained by multiplying
16 Adjusted Annual Compensation times the number of months the Agreement
17 was in effect between July 1, 2013 through June 30, 2014. A partial month
18 shall be deemed a full month. Payment of the difference shall be made
19 within thirty (30) days after the effective date of termination. Any excess
20 fees shall be paid to Cerritos.”

21 4. Except as expressly amended in this First Amendment, the terms
22 and conditions in Agreement No. 31742 are ratified and confirmed and shall remain in full
23 force and effect.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

CITY OF CERRITOS, a municipal corporation

June 28, 2012

By [Signature]
City Manager

"Cerritos"

This First Amendment to Agreement No. 31742 is approved as to form on June 28, 2012.

By: [Signature]
City Attorney, Cerritos

CITY OF LONG BEACH, a municipal corporation

8.20, 2012

By [Signature] Assistant City Manager
City Manager

"Long Beach"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This First Amendment to Agreement No. 31742 is approved as to form on August 3, 2012.

ROBERT E. SHANNON, City Attorney

By: [Signature]
Deputy City Attorney

OFFICE OF THE CITY ATTORNEY
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Long Beach, CA 90802-4664