

1 exceed One Hundred Seventy Five Thousand Eight Hundred Forty Dollars
2 (\$175,840) ("Annual Compensation") on June 30 of the first year period of
3 July 1, 2020 through June 30, 2021, then Seal Beach shall pay to Long
4 Beach the difference between the total fees set forth in Section 4.A and
5 Annual Compensation. Payment of the difference shall be made on or
6 before July 31 of that same year. In the event and to the extent that the
7 total amount of all license fees retained by Long Beach exceeds Annual
8 Compensation on June 30 of that same year, then the excess shall be
9 divided equally between Long Beach and Seal Beach.

10 ii. Year Two (2). Annual Compensation shall be adjusted
11 by the percent change in the Consumer Price Index (CPI) for All Urban
12 Consumers, All Items, Base Period 1982-84=100, for the Los Angeles-Long
13 Beach-Anaheim, CA Area (February 2020 to February 2021), as published
14 by the United States Department of Labor, Bureau of Labor Statistics
15 (CUURS49ASA0), which shall not be less than zero (0) and shall not
16 exceed eight percent (8%) ("Adjusted Annual Compensation"). In the event
17 and to the extent that the total amount of any and all fees retained by Long
18 Beach does not equal or exceed Adjusted Annual Compensation on June
19 30 of the second year period of July 1, 2021 through June 30, 2022, then
20 Seal Beach shall pay to Long Beach the difference between the total fees
21 as set forth in Section 4.A and Adjusted Annual Compensation. Payment of
22 the difference shall be made on or before July 31 of that same year. In the
23 event and to the extent that the total amount of all license fees retained by
24 Long Beach exceeds Adjusted Annual Compensation on June 30 of that
25 same year, then the excess shall be divided equally between Long Beach
26 and Seal Beach."

27 3. Section 4.D of the Agreement is hereby amended in its entirety to
28 read as follows:

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

5 i. Year One (1). In the event and to the extent that the
6 total amount of any and all fees retained by Long Beach to the effective
7 date of termination does not equal or exceed Annual Compensation for
8 each month that the Agreement has been in effect until June 30, 2021, then
9 Seal Beach shall pay to Long Beach the difference between the total fees
10 as set forth in Section 4.A to the effective date of termination and the dollar
11 figure obtained by multiplying Annual Compensation times the number of
12 months the Agreement was in effect between July 1, 2020 through June 30,
13 2021. A partial month shall be deemed a full month. Payment of the
14 difference shall be made within thirty (30) days of the effective date of
15 termination. Any excess fees shall be paid to Seal Beach.

16 ii. Year Two (2). In the event and to the extent that the
17 total amount of any and all fees retained by Long Beach to the effective
18 date of termination but prior to June 30, 2022, does not equal or exceed
19 Adjusted Annual Compensation for each month that the Agreement has
20 been in effect until June 30, 2022, then Seal Beach shall pay to Long Beach
21 the difference between the total fees as set forth in Section 4.A to the
22 effective date of termination and the dollar figure obtained by multiplying
23 Adjusted Annual Compensation times the number of months the Agreement
24 was in effect between July 1, 2021 and June 30, 2022. A partial month
25 shall be deemed a full month. Payment of the difference shall be made
26 within thirty (30) days of the effective date of termination. Any excess fees
27 shall be paid to Seal Beach."

28 4. Except as expressly amended in this Second Amendment, the terms

1 and conditions in Agreement No. 34620 are ratified and confirmed and shall remain in full
2 force and effect.

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

5 CITY OF SEAL BEACH, a municipal
6 corporation

7 _____, 2020

By *Julie R. Ingram*
City Manager

"Seal Beach"

10 This Second Amendment to Agreement No. 34620 is approved as to form
11 on September 22, 2020.

12 By: *[Signature]*
City Attorney, Seal Beach

14 CITY OF LONG BEACH, a municipal
15 corporation

15 *January 13*, ²⁰²¹~~2020~~

16 By *Linda F. Jatum*
City Manager

"Long Beach" EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

18 This Second Amendment to Agreement No. 34620 is approved as to form
19 on DECEMBER 29, 2020.

20 CHARLES PARKIN, City Attorney
21 By: *[Signature]*
22 Deputy City Attorney

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
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Long Beach, CA 90802-4511