

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

FIRST AMENDMENT TO AGREEMENT NO. 31706

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THIS FIRST AMENDMENT TO AGREEMENT NO. 31706 is made and entered, in duplicate, as of August 14, 2018 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on August 7, 2018, by and between the CITY OF SEAL BEACH, a municipal corporation, whose address is 211 Eighth Street, Seal Beach, California 90740 ("Seal Beach"), and the CITY OF LONG BEACH, a municipal corporation ("Long Beach").

WHEREAS, Long Beach and Seal Beach (the "Parties") entered into Agreement No. 31706 (the "Agreement") whereby Long Beach agreed to provide maintenance and collection services to parking meters in three (3) municipal parking lots located in Seal Beach; and

WHEREAS, the Parties desire to increase the current parking meter collection services and increase the Annual Services Fee to offset the additional work;

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

1. Section 3 of the Agreement is hereby amended to read as follows:

"3. SERVICES. Long Beach shall perform maintenance on and collection from: seventy-six (76) Duncan Electronic (Model 90) parking meters located at three (3) parking lots at the 100 block of Main Street, the southwest corner of Main and Electric Streets, and the southeast corner of Main and Electric Streets; and from six (6) Parkeon Strada pay machines from three (3) parking lots on Ocean Avenue. Maintenance may be performed where the parking meters are located or, at the sole discretion of Long Beach, at Long Beach facilities or at facilities selected by Long Beach. Seal Beach shall give immediate and free access to Long Beach while Long Beach is performing services hereunder. Long Beach shall not be liable for any delays caused by difficulties that it experiences when attempting to gain immediate and free access.

Parts, except batteries, required for preventive maintenance are included in

1 the annual service fee. Long Beach will invoice Seal Beach for parts that cost more than  
2 one hundred dollars (\$100), at the actual cost of the part plus twenty percent (20%).”

3 2. Section 4 of the Agreement is hereby amended to read as follows:

4 “A. Seal Beach shall pay to Long Beach for maintenance and  
5 collection services the sum of Twenty Thousand Dollars (\$20,000) annually in  
6 quarterly payments of Five Thousand Dollars (\$5,000) each within fifteen (15) days  
7 after receipt of an invoice from Long Beach.”

8 B. Long Beach may, in its sole discretion, annually increase the  
9 fee for maintenance and collection services by the consumer price index, but such  
10 increase shall not exceed five percent (5%) of the previous years’ fee.

11 C. If Seal Beach requests services in addition to those identified  
12 herein, Seal Beach shall pay to Long Beach for the parts and labor related to those  
13 services the actual cost of the parts plus twenty percent (20%) and labor at the rate  
14 of Fifty-Three Dollars (\$53) per hour.

15 D. If this Agreement is terminated pursuant to Section 1.B. above,  
16 then Seal Beach shall not be entitled to any refund of any quarterly payment already  
17 paid but Seal Beach shall have no further obligation to pay any subsequent quarterly  
18 payment. Seal Beach shall pay Long Beach for additional services performed prior  
19 to the effective date of termination for which Long Beach has not been previously  
20 paid.”

21 3. Except as expressly modified herein, all of the terms and conditions  
22 contained in Agreement No. 31706 are ratified and confirmed and shall remain in full force  
23 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.

NOVEMBER 2, 2018

Tom Modica  
Assistant City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

~~12/31~~ 12/13, 2018  
T.M.L.

CITY OF SEAL BEACH, a municipal corporation

By Jill R. Ingram  
Name Jill R. Ingram  
Title City Manager

"Seal Beach"

CITY OF LONG BEACH, a municipal corporation

By [Signature]  
City Manager

"Long Beach"

This First Amendment to Agreement No. 31706 is approved as to form on 11-15, 2018.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy