

1 City has notified Long Beach of its desire to extend the Term of the Agreement within the
2 time prescribed in Section 1 of this Agreement, Contracted City shall be subject to the
3 Compensation Schedule set forth in Section 4(B)(iv) of this Agreement, on a month to
4 month basis, until reasonable necessary to complete negotiations of an amendment to this
5 Agreement.”

6 2. Section 4.B. of the Agreement is hereby amended to read as follows.

7 “B. Compensation Schedule

8 i. Contract No. 34338 Compensation Model: From the period of
9 June 1, 2022 through June 30, 2023, the Annual Compensation amount of \$106,269 shall
10 be adjusted by the percent change in the Consumer Price Index (CPI) for All Urban
11 Consumers, All Items, Base Period 1982-84= 100, for the Los Angeles-Long Beach-
12 Anaheim, CA Area (February 2020 to February 2021), as published by the United States
13 Department of Labor, Bureau of Labor Statistics, which shall not be less than zero (0) and
14 shall not exceed eight percent (8%) ("Adjusted Annual Compensation"). In the event and
15 to the extent that the total amount of any and all fees retained by Long Beach does not
16 equal or exceed Adjusted Annual Compensation on June 30 of the second year period of
17 July 1, 2022 through June 30, 2023, then Contracted City shall pay to Long Beach the
18 difference between the total fees as set forth in Section 4.A and Adjusted Annual
19 Compensation. Payment of the difference shall be made on or before July 31 of that same
20 year. In the event and to the extent that the total amount of any and all fees retained by
21 Long Beach exceeds Adjusted Annual Compensation on June 30 of that same year, then
22 the excess shall be divided equally between Long Beach and Contracted City.

23 ii. Compassion Saves Model Year One (1). In the event and to the
24 extent that the total amount of any and all fees retained by Long Beach does not equal or
25 exceed One Hundred Forty Seven Thousand Six Hundred Eighty-Three Dollars
26 (\$147,683.00) ("Year One Annual Compensation") on June 30 of the first year period of
27 July 1, 2023 through June 30, 2024, then Contracted City shall pay to Long Beach the
28 difference between the total fees set for in Section 4.A. and Year One Annual

1 Compensation. Payment of the difference shall be made on or before July 31 of that same
2 year. In the event and to the extent that the total amount of all fees retained by Long Beach
3 exceeds Year One Annual Compensation on June 30 of that same year, then the excess
4 shall be refunded back to the Contracted City.

5 iii. Compassion Save Model Years Two (2) and Three (3). In the
6 event and to the extent that the total amount of any and all fees retained by Long Beach
7 does not annually equal or exceed One Hundred Fifty-Nine Thousand Four Hundred
8 Ninety-Seven Dollars (\$159,497.00) ("Years Two and Three Annual Compensation") on
9 June 30 of the third and fourth contract year, of July 1, 2024 through June 30, 2026, then
10 the Contracted City shall pay to Long Beach the difference between the total fees set forth
11 in Section 4.A. and Years Two and Three Annual Compensation. Payment of the difference
12 shall be made on or before July 31 of that same year. In the event and to the extent that
13 the total amount of all fees retained by Long Beach exceeds Years Two and Three Annual
14 Compensation on June 30 of that same year, then the excess shall be refunded back to
15 the Contracted City.

16 iv. Compassion Save Model Years Four (4) and Five (5). In the
17 event and to the extent that the total amount of any and all fees retained by Long Beach
18 does not annually equal or exceed Two Hundred Sixteen Thousand Two Hundred Forty-
19 Two (\$216,242.00) ("Years Four and Five Annual Compensation") on June 30 of the fifth
20 and sixth contract year, then the Contracted City shall pay to Long Beach the difference
21 between the total fees set forth in Section 4.A. and Years Four and Five Annual
22 Compensation. Payment of the difference shall be made on or before July 31 of that same
23 year. In the event and to the extent that the total amount of all fees retained by Long Beach
24 exceeds Years Four and Five Annual Compensation on June 30 of that same year, then
25 the excess shall be refunded back to the Contracted City.

26 3. Section 4.C is hereby amended to read as follows:

27 "C. Compensation in the Event of Termination. In the event of termination
28 of this Agreement pursuant to Section 8, Long Beach shall retain fees as compensation for

1 services provided by Long Beach through the effective date of the termination.

2 i. Contract No. 34368 Compensation Model: In the event and to
3 the extent that the total amount of any and all fees retained by Long Beach to the effective
4 date of termination but prior to June 30, 2022, does not equal or exceed Adjusted Annual
5 Compensation for each month that the Agreement has been in effect until June 30, 2022,
6 then Contracted City shall pay to Long Beach the difference between the total fees as set
7 forth in Section 4.A to the effective date of termination and the dollar figure obtained by
8 multiplying Adjusted Annual Compensation times the number of months the Agreement
9 was in effect between July 1, 2022 and June 30, 2023. A partial month shall be deemed a
10 full month. Payment of the difference shall be made within thirty (30) days of the effective
11 date of termination. Any excess fees shall be paid to Contracted City.

12 ii. Compassion Saves Model Year One (1). In the event and to the
13 extent that the total amount of any and all fees retained by Long Beach to the effective date
14 of termination does not equal or exceed Year One Annual Compensation for each month
15 that the Agreement has been in effect until June 30, 2024, then Contracted City shall pay
16 to Long Beach the difference between the total fees as set forth in Section 4.A. to the
17 effective date of termination and the dollar figure obtained by multiplying Year One Annual
18 Compensation times the number of months the Agreement was in effect between July 1,
19 2023 through June 30, 2024. A partial month shall be deemed a full month. Payment of the
20 difference shall be made within thirty (30) days of the effective date of termination. Any
21 excess fees shall be paid to Contracted City.

22 iii. Compassion Saves Model Years Two (2) and Three (3). In the
23 event and to the extent that the total amount of any and all fees retained by Long Beach to
24 the effective date of termination does not equal or exceed Years Two and Three Annual
25 Compensation for each month that the Agreement has been in effect until June 30, 2026,
26 then Contracted City shall pay to Long Beach the difference between the total fees as set
27 forth in Section 4.A. to the effective date of termination and the dollar figure obtained by
28 multiplying Years Two and Three Annual Compensation times the number of months the

1 Agreement was in effect between July 1, 2024 through June 30, 2026. A partial month shall
2 be deemed a full month. Payment of the difference shall be made within thirty (30) days of
3 the effective date of termination. Any excess fees shall be paid to Contracted City.

4 iv. Compassion Saves Model Years Four (4) and Five (5). In the
5 event and to the extent that the total amount of any and all fees retained by Long Beach to
6 the effective date of termination does not equal or exceed Years Four and Five Annual
7 Compensation for each month that the Agreement has been in effect until June 30, 2028,
8 then Contracted City shall pay to Long Beach the difference between the total fees as set
9 forth in Section 4.A. to the effective date of termination and the dollar figure obtained by
10 multiplying Years Four and Five Annual Compensation times the number of months the
11 Agreement was in effect between July 1, 2026 through June 30, 2028. A partial month shall
12 be deemed a full month. Payment of the difference shall be made within thirty (30) days of
13 the effective date of termination. Any excess fees shall be paid to Contracted City.”

14 4. Except as expressly modified herein, all of the terms and conditions
15 contained in Agreement No. 36774 are ratified and confirmed and shall remain in full force
16 and effect.

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OFFICE OF THE CITY ATTORNEY
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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 SIGNAL HILL, a municipal corporation

_____, 2026

By _____
Name _____
Title _____

_____, 2026

By _____
Name _____
Title _____

“Contracted City”

CITY OF LONG BEACH, a municipal corporation

_____, 2026

By _____
City Manager

“Long Beach”

This Second Amendment to Agreement No. 36774 is approved as to form on

_____, 2026.

DAWN MCINTOSH, City Attorney

By _____
Deputy