

AMENDMENT NO. 2

AMENDMENT NO. 2 TO THE REVISED AND RESTATED CONCESSION AGREEMENT BETWEEN THE CITY OF PALOS VERDES ESTATES AND THE PALOS VERDES BEACH AND ATHLETIC FOUNDATION.

RECITALS

A. The City of Palos Verdes Estates (“City”) and the Palos Verdes Beach and Athletic Foundation (“Foundation”) entered into the Revised and Restated Concession Agreement (“Agreement”) on September 9, 2008.

B. On January 14, 2015, the Agreement was amended to increase the number of Club memberships to 630, to establish an off-season annual subscription program, and to require the Foundation to provide to the City waiting list information (“Amendment No. 1”).

C. Section 4 of the Agreement grants to the Foundation the option to extend the Agreement for ten years upon the City’s determination that the Foundation kept and performed the promises, covenants, conditions and agreements contained in the Existing Agreement.

D. In accordance with Section 4, the City and Foundation desire to amend the term of the Agreement.

NOW, THEREFORE, the City and Foundation agree to this second amendment to the Agreement, as follows:

1. AMENDMENT. In consideration of the foregoing, the Agreement is amended as follows:

A. Section 3, entitled “Term,” is amended to read as follows:

“Term of Agreement. This Agreement shall be effective as of the effective date of the Existing Agreement and shall expire on June 30, 2026, unless the Foundation shall, at some earlier date, default in its obligations under this Agreement. The Foundation shall be in default if it fails to remedy any breach or default of its obligations under this Agreement, for which City has given Foundation written notice delineating the breach or default, within sixty days (60) after the mailing by the City of such notice.”

B. Section 4, entitled “Option to Extend Agreement,” is deleted in its entirety.

C. Subsection (a)(1) of Section 19, entitled "Insurance," is amended to read as follows:

"Insurance

a. The Foundation shall maintain insurance in an amount and of characteristics as follows:

(1) Commercial General Liability Insurance using Insurance Service Office "Commercial General Liability" policy form CG 00 01 07 98. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits are to be determined by the City, but in no event shall be less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) aggregate. The City and its officers, agents and employees shall be included as additional insureds in such policies, using standard ISO endorsement No. CG 2010 with an edition prior to 1992."

2. COUNTERPARTS. This Amendment No. 2 may be executed in any number or counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date.
3. LIMITED AMENDMENT. Except as modified by this Amendment, all other terms and conditions of the Agreement, as amended by Amendment No. 1, remain in full force and effect.
4. EFFECTIVE DATE. This Amendment is effective as of July 1, 2016.

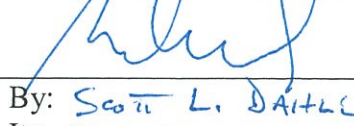
IN WITNESS WHEREOF the parties have executed this Amendment No. 2 to the Agreement on the 14th day of JUNE, 2016.

CITY OF PALOS VERDES
ESTATES



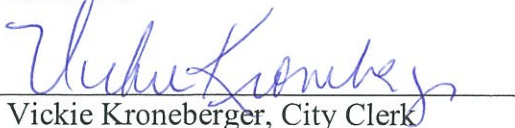
Mayor Jennifer L. King

PALOS VERDES BEACH AND
ATHLETIC FOUNDATION

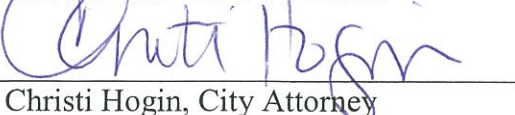


By: Scott L. DATTLE
Its: PRESIDENT

ATTEST:


Vickie Kroneberger, City Clerk

APPROVED AS TO FORM:


Christi Hogin, City Attorney