

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 SECOND AMENDMENT TO AGREEMENT NO. 31017

2 **31017**

3 THIS SECOND AMENDMENT TO AGREEMENT NO. 31017 is made and
4 entered, in duplicate, as of June 30, 2011 for reference purposes only, pursuant to a
5 minute order adopted by the City Council of the City of Long Beach at its meeting held on
6 December 9, 2008, by and between VOHNE LICHE KENNELS CANINE SECURITY,
7 LLC, a business ("LICHE"), and THE CITY OF LONG BEACH ("City").

8 WHEREAS, the Long Beach Police Department ("LBPD") performs
9 specialized canine training requiring unique skills; and

10 WHEREAS, LICHE requires the type of canine training performed by LBPD
11 and desires to retain LBPD to provide training; and

12 WHEREAS, the parties executed Agreement No. 31017 in January of 2009,
13 wherein, City provided LICHE with specialized canine training; and

14 WHEREAS, the parties executed a First Amendment to Agreement No.
15 31017 in July of 2010, wherein, the Term was extended for the period of July 6, 2010
16 through and including July 5, 2011; and

17 WHEREAS, now the parties desire to extend the Agreement;

18 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
19 conditions in this Agreement, the parties agree as follows:

20 1. Section 2.A. of Agreement No. 31017 is hereby deleted in its entirety
21 and amended to read as follows:

22 "SECTION 2. Services and Fees:

23 A. It is agreed between the parties the LBPD shall provide
24 LICHE with one (1) full-time, Long Beach Police Officer, who will provide canine
25 training services. LICHE agrees to reimburse LBPD for all costs, including the
26 overtime rate with Medicare for the use of the LBPD employee and the officer's
27 assigned vehicle, as set forth in Attachment "A".

28 2. Section 3 of Agreement No. 31017 is hereby deleted in its entirety

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1 and amended to read as follows:

2 "SECTION 3. Term.

3 The term of this Agreement shall be for one (1) year, for the period of July
4 6, 2011 through and including July 5, 2012. The Parties agree there will be an
5 annual option to renew this agreement at one (1) year increments. All options to
6 renew must be in writing, signed by both parties.

7 It is further agreed LICHE shall reimburse CITY for all costs, including
8 indirect costs, up to two hundred fifty thousand dollars (\$250,000.00) annually for training
9 services related to this Agreement."

10 3. Except as expressly amended herein, all of the terms, covenants,
11 and conditions in Agreement No. 31017 are ratified and confirmed and shall remain in full
12 force and effect.

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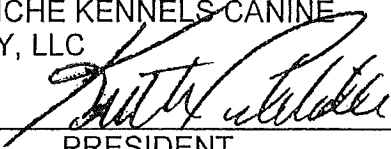
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IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

VOHNE LICHE KENNELS CANINE SECURITY, LLC

10 February, 201~~1~~²

By 
PRESIDENT
Kenneth D. Licklider
Type or Print Name

"Liche"

CITY OF LONG BEACH, a municipal corporation

4-10, 201~~1~~²

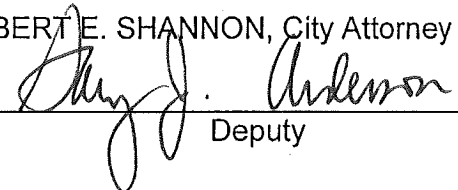
By  **Assistant City Manager**
PATRICK H. WEST
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Second Amendment to Agreement No. 31017 is approved as to form on January 19, 201~~1~~²

ROBERT E. SHANNON, City Attorney

By 
Deputy

Attachment A
to Second Amendment to Agreement No. 31017
between City of Long Beach and Vohne Liche Kennels Canine Security, LLC
Explanation of Costs
July 6, 2011 through July 5, 2012

Item	Hourly Rate	Approximate Monthly Rate	Approximate Annual Rate
Officer Overtime Rate (2,088 Annual Overtime hours. Rate calculated based on hourly overtime rate plus Medicare)	\$72,790	\$12,665	\$151,986
Officer Overtime Rate (1,044 Annual Overtime hours. Rate calculated based on hourly overtime rate plus Medicare)	\$72,790	\$6,333	\$75,993
Training Equipment / Reimbursable Resources	Use of additional CITY resources (e.g. helicopters, boats, etc.) reimbursable at a mutually agreeable rate not to exceed \$22,022		\$22,022
TOTAL CONTRACT			\$250,000