

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

SECOND AMENDMENT TO AGREEMENT NO. 31742

31742

THIS SECOND AMENDMENT TO AGREEMENT NO. 31742 is made and entered, in duplicate, as of June 25, 2014 for reference purposes only, pursuant to a minute order of the City Council of the City of Long Beach at its meeting held on June 17, 2014, and a minute order of the City Council of the City of Cerritos at its meeting held on AUGUST 28, 2014, by and between the CITY OF LONG BEACH ("Long Beach"), and the CITY OF CERRITOS ("Cerritos").

WHEREAS, the parties entered Agreement No. 31742 whereby Long Beach agreed to provide animal control services to Cerritos; and

WHEREAS, the Agreement contains a provision allowing the parties, by mutual agreement, to extend the term of the agreement and the parties desire to do so;

NOW, THEREFORE, in consideration of the mutual terms and conditions in the Agreement and in this Second Amendment, the parties agree as follows:

1. Section 1 of the Agreement is hereby amended in its entirety to read as follows:

"SECTION 1. TERM. This Agreement shall commence at 12:01 a.m. on July 1, 2014, and shall terminate at midnight on June 30, 2016."

2. Section 4.C. is hereby amended in its entirety to read as follows:

C. "Compensation Schedule.

i. Year One (1). In the event and to the extent that the total amount of any and all fees retained by Long Beach does not equal or exceed Three Hundred Seven Thousand One Hundred Thirteen Dollars (\$307,113.00) ("Annual Compensation") on June 30 of the first year period of July 1, 2014 through June 30, 2015, then Cerritos shall pay to Long Beach the difference between the total fees as set forth in Section 4.A. and Annual Compensation. Payment of the difference shall be made on or before July 31 of that same year. In the event and to the extent that the

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total amount of all license fees retained by Long Beach exceeds Annual Compensation on June 30 of that same year, then the excess shall be divided equally between Long Beach and Cerritos.

ii. Year Two (2). Annual Compensation shall be adjusted by the percent change in the Consumer Price Index (CPI) for All Urban Consumers, All Items, Base Period 1982-84=100, for the Los Angeles-Riverside-Orange County, CA Area (February 2015 to February 2016), as published by the United States Department of Labor, Bureau of Labor Statistics (CUURA421SA0), which shall not be less than zero (0) and shall not exceed eight percent (8%) ("Adjusted Annual Compensation"). In the event and to the extent that the total amount of any and all fees retained by Long Beach does not equal or exceed Adjusted Annual Compensation on June 30 of the second year period of July 1, 2015 through June 30, 2016, then Cerritos shall pay to Long Beach the difference between the total fees as set forth in Section 4.A. and Adjusted Annual Compensation. Payment of the difference shall be made on or before July 31 of that same year. In the event and to the extent that the total amount of all license fees retained by Long Beach exceeds Adjusted Annual Compensation on June 30 of that same year, then the excess shall be divided equally between Long Beach and Cerritos."

3. Section 4.D. is hereby amended in its entirety to read as follows:

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

i. Year One (1). In the event and to the extent that the total amount of any and all fees retained by Long Beach to the effective date of termination does not equal or exceed Annual Compensation for

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each month that the Agreement has been in effect until June 30, 2015, then Cerritos shall pay to Long Beach the difference between the total fees as set forth in Section 4.A. to the effective date of termination and the dollar figure obtained by multiplying Annual Compensation times the number of months the Agreement was in effect between July 1, 2014 through June 30, 2015. A partial month shall be deemed a full month. Payment of the difference shall be made within thirty (30) days after the effective date of termination. Any excess fees shall be paid to Cerritos.

ii. Year Two (2). In the event and to the extent that the total amount of any and all fees retained by Long Beach to the effective date of termination but prior to June 30, 2016 does not equal or exceed Adjusted Annual Compensation for each month that the Agreement has been in effect until June 30, 2016, then Cerritos shall pay to Long Beach the difference between the total fees as set forth in Section 4.A. to the effective date of termination and the dollar figure obtained by multiplying Adjusted Annual Compensation times the number of months the Agreement was in effect between July 1, 2015 through June 30, 2016. A partial month shall be deemed a full month. Payment of the difference shall be made within thirty (30) days after the effective date of termination. Any excess fees shall be paid to Cerritos.”

4. Except as expressly amended in this First Amendment, the terms and conditions in Agreement No. 31742 are ratified and confirmed and shall remain in full force 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.

CITY OF CERRITOS, a municipal corporation

9/23, 2014

By: [Signature]
City Manager

"Cerritos"

This Second Amendment to Agreement No. 31742 is approved as to form on 9/23/, 2014.

By: [Signature]
City Attorney, Cerritos

CITY OF LONG BEACH, a municipal corporation
Assistant City Manager

November 5, 2014

By: [Signature]
City Manager
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"Long Beach"

This Second Amendment to Agreement No. 31742 is approved as to form on October 10, 2014.

CHARLES PARKIN, City Attorney
By: [Signature]
Deputy City Attorney

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