

1 FIRST AMENDMENT TO AGREEMENT NO. 34338

2 **34338**

3 THIS FIRST AMENDMENT TO AGREEMENT NO. 34338 is made and  
4 entered, in duplicate, as of May 9, 2018 for reference purposes only, pursuant to a  
5 minute order of the City Council of the City of Long Beach at its meeting held on June 14,  
6 2016, and a minute order of the City Council of the City of Signal Hill at its meeting held  
7 on June 26, 2018, by and between the CITY OF LONG BEACH ("Long  
8 Beach"), and the CITY OF SIGNAL HILL ("Signal Hill").

9 WHEREAS, the parties entered Agreement No. 34338 whereby Long  
10 Beach agreed to provide animal control services to Signal Hill; and

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

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

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

17 "1. TERM. This Agreement shall commence at midnight on July 1,  
18 2016, and shall terminate at 11:59 p.m. on June 30, 2020, unless sooner terminated as  
19 provided herein. Signal Hill may extend this Agreement for one (1) additional period of  
20 two (2) years by giving notice of its desire to extend to Long Beach sixty (60) days prior to  
21 the end of the term or any individual extension period. Upon mutual agreement of the  
22 parties to the terms of the extension, the parties shall execute an amendment to this  
23 Agreement."

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

25 C. "Compensation Schedule.

26 i. Year One (1). In the event and to the extent that the  
27 total amount of any and all fees retained by Long Beach does not equal or  
28 exceed One Hundred-Two Thousand Eight Hundred Eighteen Dollars

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(\$102,818.00) ("Annual Compensation") on June 30 of the first year period of July 1, 2018 through June 30, 2019, then Signal Hill shall pay to Long Beach the difference between the total fees 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 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 Signal Hill.

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 2018 to February 2019), 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, 2019 through June 30, 2020, then Signal Hill 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 Signal Hill."

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

1 shall retain fees as compensation for services provided by Long Beach through  
2 the effective date of the termination.

3 i. Year One (1). In the event and to the extent that the  
4 total amount of any and all fees retained by Long Beach to the effective  
5 date of termination does not equal or exceed Annual Compensation for  
6 each month that the Agreement has been in effect until June 30, 2019, then  
7 Signal Hill shall pay to Long Beach the difference between the total fees as  
8 set forth in Section 4.A. to the effective date of termination and the dollar  
9 figure obtained by multiplying Annual Compensation times the number of  
10 months the Agreement was in effect between July 1, 2018 through June 30,  
11 2019. A partial month shall be deemed a full month. Payment of the  
12 difference shall be made within thirty (30) days of the effective date of  
13 termination. Any excess fees shall be paid to Signal Hill.

14 ii. Year Two (2). In the event and to the extent that the  
15 total amount of any and all fees retained by Long Beach to the effective  
16 date of termination but prior to June 30, 2020, does not equal or exceed  
17 Adjusted Annual Compensation for each month that the Agreement has  
18 been in effect until June 30, 2020, then Signal Hill shall pay to Long Beach  
19 the difference between the total fees as set forth in Section 4.A. to the  
20 effective date of termination and the dollar figure obtained by multiplying  
21 Adjusted Annual Compensation times the number of months the Agreement  
22 was in effect between July 1, 2019 and June 30, 2020. A partial month  
23 shall be deemed a full month. Payment of the difference shall be made  
24 within thirty (30) days of the effective date of termination. Any excess fees  
25 shall be paid to Signal Hill."

26 4. Except as expressly amended in this First Amendment, the terms  
27 and conditions in Agreement No. 34338 are ratified and confirmed and shall remain in full  
28 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 SIGNAL HILL, a municipal corporation

JUN 28 2018, 2018

By: [Signature]  
City Manager

"Signal Hill"

This First Amendment to Agreement No. 34338 is approved as to form on

June 26,, 2018.

By: [Signature]  
City Attorney, Signal Hill

CITY OF LONG BEACH, a municipal corporation

8/13, 2018

By: [Signature]  
City Manager

"Long Beach"

This First Amendment to Agreement No. 34368 is approved as to form on

August 1, 2018.

CHARLES PARKIN, City Attorney

By: [Signature]  
Deputy City Attorney

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