

1 FIRST AMENDMENT TO AGREEMENT NO. 34368

2 **34368**

3 THIS FIRST AMENDMENT TO AGREEMENT NO. 34368 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 Cerritos at its meeting held on
7 April 26, 2018, by and between the CITY OF LONG BEACH ("Long Beach"), and the
8 CITY OF CERRITOS ("Cerritos").

9 WHEREAS, the parties entered Agreement No. 34368 whereby Long
10 Beach agreed to provide animal control services to Cerritos; 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. Cerritos may extend this Agreement for one (1) additional period of two
20 (2) years by giving notice of its desire to extend to Long Beach sixty (60) days prior to the
21 end of the term or any individual extension period. Upon mutual agreement of the parties
22 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 Three Hundred Forty-Seven Thousand Seven Hundred Thirty-Five

1 Dollars (\$347,735.00) ("Annual Compensation") on June 30 of the first year
2 period of July 1, 2018 through June 30, 2019, then Cerritos shall pay to
3 Long Beach the difference between the total fees set forth in Section 4.A.
4 and Annual Compensation. Payment of the difference shall be made on or
5 before July 31 of that same year. In the event and to the extent that the
6 total amount of all license fees retained by Long Beach exceeds Annual
7 Compensation on June 30 of that same year, then the excess shall be
8 divided equally between Long Beach and Cerritos.

9 ii. Year Two (2). Annual Compensation shall be adjusted
10 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-
12 Riverside-Orange County, CA Area (February 2018 to February 2019), as
13 published by the United States Department of Labor, Bureau of Labor
14 Statistics (CUURA421SA0), which shall not be less than zero (0) and shall
15 not exceed eight percent (8%) ("Adjusted Annual Compensation"). In the
16 event and to the extent that the total amount of any and all fees retained by
17 Long Beach does not equal or exceed Adjusted Annual Compensation on
18 June 30 of the second year period of July 1, 2019 through June 30, 2020,
19 then Cerritos shall pay to Long Beach the difference between the total fees
20 as set forth in Section 4.A. and Adjusted Annual Compensation. Payment
21 of the difference shall be made on or before July 31 of that same year. In
22 the event and to the extent that the total amount of all license fees retained
23 by Long Beach exceeds Adjusted Annual Compensation on June 30 of that
24 same year, then the excess shall be divided equally between Long Beach
25 and Cerritos."

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

27 D. "Compensation in the Event of Termination. In the event of
28 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 Cerritos 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 Cerritos.

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 Cerritos 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 Cerritos."

26 4. Except as expressly amended in this First Amendment, the terms
27 and conditions in Agreement No. 34368 are ratified and confirmed and shall remain in full
28 force and effect.

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
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Long Beach, CA 90802-4664

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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

MAY 21, 2018

By: 
City Manager

"Cerritos"

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

5/22, 2018.

By: 
City Attorney, Cerritos

Tom Modica
Assistant City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

CITY OF LONG BEACH, a municipal corporation

June 14, 2018

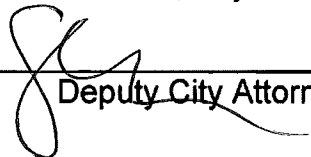
By: 
City Manager

"Long Beach"

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

May 31, 2018.

CHARLES PARKIN, City Attorney

By: 
Deputy City Attorney