

1 FIRST AMENDMENT TO AGREEMENT NO. 31714

2 **31714**

3 THIS FIRST AMENDMENT TO AGREEMENT NO. 31714 is made and  
4 entered, in duplicate, as of July 1, 2012 for reference purposes only, pursuant to a minute  
5 order of the City Council of the City of Long Beach at its meeting held on May 15, 2012,  
6 and a minute order of the City Council of the City of Signal Hill at its meeting held on  
7 June 5, 2012, by and between the CITY OF LONG BEACH ("Long Beach"), and the CITY  
8 OF SIGNAL HILL ("Signal Hill").

9 WHEREAS, on April 22, 2010 the parties entered Agreement No. 31714  
10 whereby Long Beach agreed to provide animal control services to Signal Hill; and

11 WHEREAS, Section 1 of the Agreement contains a provision allowing the  
12 parties, by mutual agreement, to extend the term of the agreement and the parties desire  
13 to do so;

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

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

18 "SECTION 1. TERM. Pursuant to Section 1 of Agreement No. 31714, the  
19 parties hereby mutually agree to extend Agreement No. 31714 for a period of two (2)  
20 years. This extension shall commence at 12:01 a.m. on July 1, 2012, and shall terminate  
21 at midnight on June 30, 2014, unless sooner terminated as provided in the Agreement.  
22 In addition, the parties shall have the option to extend the term for one (1) additional two  
23 (2) year period by mutual consent."

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 Sixty-Eight Thousand Five Hundred and One Dollars (\$68,501)

1 (“Annual Compensation”) on June 30 of the first year period of July 1, 2012  
2 through June 30, 2013, then Signal Hill shall pay to Long Beach the  
3 difference between the total fees as set forth in Section 4.A. and Annual  
4 Compensation. Payment of the difference shall be made on or before July  
5 31 of that same year. In the event and to the extent that the total amount of  
6 all license fees retained by Long Beach exceeds Annual Compensation on  
7 June 30 of that same year, then the excess shall be divided equally  
8 between Long Beach and Signal Hill.

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 (March 2013 to March 2014), 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, 2013 through June 30, 2014,  
19 then Signal Hill shall pay to Long Beach the difference between the total  
20 fees as set forth in Section 4.A. and Adjusted Annual Compensation.  
21 Payment of the difference shall be made on or before July 31 of that same  
22 year. In the event and to the extent that the total amount of all license fees  
23 retained by Long Beach exceeds Adjusted Annual Compensation on June  
24 30 of that same year, then the excess shall be divided equally between  
25 Long Beach and Signal Hill.”

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 one-twelfth of Annual  
6 Compensation for each month that the Agreement has been in effect until  
7 June 30, 2013, then Signal Hill shall pay to Long Beach the difference  
8 between the total fees as set forth in Section 4.A. to the effective date of  
9 termination and the dollar figure obtained by multiplying one-twelfth of  
10 Annual Compensation times the number of months the Agreement was in  
11 effect between July 1, 2012 through June 30, 2013. A partial month shall  
12 be deemed a full month. Payment of the difference shall be made within  
13 thirty (30) days after the effective date of termination. Any excess fees shall  
14 be paid to Signal Hill.

15 ii. Year Two (2). In the event and to the extent that the  
16 total amount of any and all fees retained by Long Beach to the effective  
17 date of termination but prior to June 30, 2014 does not equal or exceed  
18 one-twelfth of Adjusted Annual Compensation for each month that the  
19 Agreement has been in effect until June 30, 2014, then Signal Hill shall pay  
20 to Long Beach the difference between the total fees as set forth in Section  
21 4.A. to the effective date of termination and the dollar figure obtained by  
22 multiplying one-twelfth of Adjusted Annual Compensation times the number  
23 of months the Agreement was in effect between July 1, 2013 through June  
24 30, 2014. A partial month shall be deemed a full month. Payment of the  
25 difference shall be made within thirty (30) days after the effective date of  
26 termination. Any excess fees shall be paid to Signal Hill.”

27 4. Except as expressly amended in this First Amendment, the terms  
28 and conditions in Agreement No. 31714 are ratified and confirmed and shall remain in full

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

1 force and effect.

2 IN WITNESS WHEREOF, the parties have caused this document to be duly  
3 executed with all formalities required by law as of the date first stated above.

4 CITY OF SIGNAL HILL, a municipal  
5 corporation


6 JUN 19 2012

7 \_\_\_\_\_, 2012- By   
8 City Manager

9 "Signal Hill"


10 This First Amendment to Agreement No. 31714 is approved as to form on

11 June 19, 2012.

12 By:   
13 City Attorney, Signal Hill

14 CITY OF LONG BEACH, a municipal  
15 corporation

16 7.14, 2012

17 By:  **Assistant City Manager**  
18 City Manager

19 "Long Beach"

20 EXECUTED PURSUANT  
21 TO SECTION 301 OF  
22 THE CITY CHARTER.

23 This First Amendment to Agreement No. 31714 is approved as to form on

24 June 26, 2012.

25 ROBERT E. SHANNON, City Attorney

26 By:   
27 Deputy City Attorney