

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

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FIRST AMENDMENT TO AGREEMENT NO. 34317

**34317**

THIS FIRST AMENDMENT TO AGREEMENT NO. 34317 is made and entered, in duplicate, as of May 9, 2018 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 14, 2016, and a minute order of the City Council of the City of Los Alamitos at its meeting held on May 21, 2018, by and between the CITY OF LONG BEACH ("Long Beach"), and the CITY OF LOS ALAMITOS ("Los Alamitos").

WHEREAS, the parties entered Agreement No. 34317 whereby Long Beach agreed to provide animal control services to Los Alamitos; 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 First Amendment, the parties agree as follows:

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

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

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 Ninety-One Thousand Four Hundred Dollars (\$91,400.00) ("Annual

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

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 Los Alamitos 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 Los Alamitos.”

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 Los Alamitos shall pay to Long Beach the difference between the total fees  
8 as 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 Los Alamitos.

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 Los Alamitos shall pay to Long  
19 Beach the difference between the total fees as set forth in Section 4.A. to  
20 the 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 Los Alamitos."

26 4. Except as expressly amended in this First Amendment, the terms  
27 and conditions in Agreement No. 34317 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 LOS ALAMITOS, a municipal corporation

May 21, 2018

By: Troy D. Edgar  
Troy D. Edgar, Mayor, Los Alamitos  
Attest:

Windmera Quintanar  
Windmera Quintanar, CMC, City Clerk

This First Amendment to Agreement No. 34317 is approved as to form on

May 21, 2018.

Tom Modica  
Assistant City Manager

By: Michael S. Daudt  
Michael S. Daudt, City Attorney

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

CITY OF LONG BEACH, a municipal corporation

June 20, 2018

By: [Signature]  
City Manager

"Long Beach"

This First Amendment to Agreement No. 34317 is approved as to form on

June 7, 2018.

CHARLES PARKIN, City Attorney

By: [Signature]  
Deputy City Attorney