

SECOND AMENDMENT TO AGREEMENT NO. 34317

34317

THIS SECOND AMENDMENT TO AGREEMENT NO. 34317 is made and entered, in duplicate, as of July 2, 2020 for reference purposes only, pursuant to a minute order of the City Council of the City of Long Beach at its meeting held on March 15, 2021, and a minute order of the City Council of the City of Los Alamitos at its meeting held on March 15, 2021, by and between the CITY OF LONG BEACH ("Long Beach"), and the CITY OF LOS ALAMITOS ("Los Alamitos").

9 WHEREAS, Long Beach and Los Alamitos (the "Parties") entered
10 Agreement No. 34317 (the "Agreement") whereby Long Beach agreed to provide animal
11 control services to Los Alamitos: and

12 WHEREAS, the Parties entered into a First Amendment to the Agreement
13 to extend the term to June 30, 2020 and amend the fees; and

14 WHEREAS, the Parties desire to extend the term one (1) additional two-
15 year period and further amend the fees;

16 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
17 conditions herein contained, the Parties agree as follows:

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

20 "1. TERM. This Agreement shall commence at midnight on July 1,
21 2016, and shall terminate at 11:59 p.m. on June 30, 2022, unless sooner terminated as
22 provided herein. Upon mutual agreement of the parties to the terms of the extension, the
23 parties shall execute an amendment to this Agreement."

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

26 || "C. Compensation Schedule

1 exceed Ninety Four Thousand Four Hundred Sixty Eight Dollars (\$94,468)
2 ("Annual Compensation") on June 30 of the first year period of July 1, 2020
3 through June 30, 2021, then Los Alamitos shall pay to Long Beach the
4 difference between the total fees set forth in Section 4.A and Annual
5 Compensation. Payment of the difference shall be made on or before July
6 31 of that same year. In the event and to the extent that the total amount of
7 all license fees retained by Long Beach exceeds Annual Compensation on
8 June 30 of that same year, then the excess shall be divided equally
9 between Long Beach and Los Alamitos.

10 ii. Year Two (2). Annual Compensation shall be adjusted
11 by the percent change in the Consumer Price Index (CPI) for All Urban
12 Consumers, All Items, Base Period 1982-84=100, for the Los Angeles-Long
13 Beach-Anaheim, CA Area (February 2020 to February 2021), as published
14 by the United States Department of Labor, Bureau of Labor Statistics
15 (CUURS49ASA0), which shall not be less than zero (0) and shall not
16 exceed eight percent (8%) ("Adjusted Annual Compensation"). In the event
17 and to the extent that the total amount of any and all fees retained by Long
18 Beach does not equal or exceed Adjusted Annual Compensation on June
19 30 of the second year period of July 1, 2021 through June 30, 2022, then
20 Los Alamitos shall pay to Long Beach the difference between the total fees
21 as set forth in Section 4.A and Adjusted Annual Compensation. Payment of
22 the difference shall be made on or before July 31 of that same year. In the
23 event and to the extent that the total amount of all license fees retained by
24 Long Beach exceeds Adjusted Annual Compensation on June 30 of that
25 same year, then the excess shall be divided equally between Long Beach
26 and Los Alamitos."

27 3. Section 4.D of the Agreement is hereby amended in its entirety to
28 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 each month that the Agreement has been in effect until June 30, 2021, then Los Alamitos 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, 2020 through June 30, 2021. A partial month shall be deemed a full month. Payment of the difference shall be made within thirty (30) days of the effective date of termination. Any excess fees shall be paid to Los Alamitos.

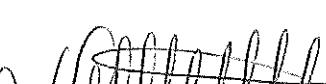
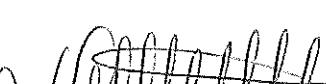
ii. Year Two (2). In the event and to the extent that the total amount of any and all fees retained by Long Beach to the effective date of termination but prior to June 30, 2022, does not equal or exceed Adjusted Annual Compensation for each month that the Agreement has been in effect until June 30, 2022, then Los Alamitos 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, 2021 and June 30, 2022. A partial month shall be deemed a full month. Payment of the difference shall be made within thirty (30) days of the effective date of termination. Any excess fees shall be paid to Los Alamitos."

4. Except as expressly amended in this Second Amendment, the terms

1 and conditions in Agreement No. 34317 are ratified and confirmed and shall remain in full
2 force and effect.

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

5 
6 CITY OF LOS ALAMITOS, a municipal
7 corporation
8 By 
9 Mark A. Chirco, Mayor
10 Los Alamitos

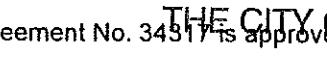
11 Attest:
12 
13 By 
14 Windmara Quintanar, MMC, City Clerk
15 Los Alamitos

16 This Second Amendment to Agreement No. 34317 is approved as to form
17 on 
18 2021.

19 
20 Michael S. Daudt, City Attorney
21 Los Alamitos

22 CITY OF LONG BEACH, a municipal
23 corporation

24 
25 By 
26 City Manager
27 EXECUTED PURSUANT
28 "Long Beach" TO SECTION 301 OF
THE CITY CHARTER

29 This Second Amendment to Agreement No. 34317 is approved as to form
30 on 
31 2021.

32 
33 CHARLES PARKIN, City Attorney
34 By 
35 Deputy City Attorney

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2 force and effect.

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

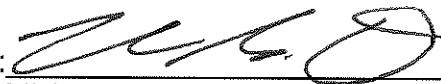
5 CITY OF LOS ALAMITOS, a municipal
6 corporation

7 By 
8 Mark A. Chirco, Mayor
9 Los Alamitos

10 Attest:

11 By 
12 Windmiera Quintanar, MMC, City Clerk
13 Los Alamitos

14 This Second Amendment to Agreement No. 34317 is approved as to form
15 on 4/19/21, 2021.

16 By: 
17 Michael S. Daudt, City Attorney
18 Los Alamitos

19 CITY OF LONG BEACH, a municipal
20 corporation

21 _____, 2021 By _____
22 City Manager

23 "Long Beach"

24 This Second Amendment to Agreement No. 34317 is approved as to form
25 on _____, 2021.

26 CHARLES PARKIN, City Attorney
27 By: _____
28 Deputy City Attorney