

FIRST AMENDMENT TO AGREEMENT NO. 34620
34620

THIS FIRST AMENDMENT TO AGREEMENT NO. 34620 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 Seal Beach at its meeting held on April 24, 2017, by and between the CITY OF LONG BEACH ("Long Beach"), and the CITY OF SEAL BEACH ("Seal Beach").

WHEREAS, the parties entered Agreement No. 34620 whereby Long Beach agreed to provide animal control services to Seal Beach; 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. Seal Beach 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 One Hundred-Seventy Thousand One Hundred Thirty Dollars

1 (\$170,130.00) ("Annual Compensation") on June 30 of the first year period
2 of July 1, 2018 through June 30, 2019, then Seal Beach shall pay to Long
3 Beach the difference between the total fees set forth in Section 4.A. and
4 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 Seal Beach.

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 Seal Beach 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 Seal Beach."

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 Seal Beach 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 Seal Beach.

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 Seal Beach 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 Seal Beach."

26 4. Except as expressly amended in this First Amendment, the terms
27 and conditions in Agreement No. 34620 are ratified and confirmed and shall remain in full
28 force and effect.

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

3 CITY OF SEAL BEACH, a municipal
4 corporation

5 June 26, 2018

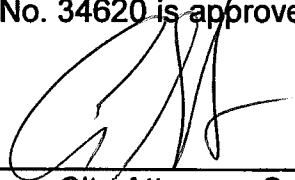
6 By: 
7 City Manager

8 "Seal Beach"

9 This First Amendment to Agreement No. 34620 is approved as to form on

10 June 24, 2018.

11 Tom Modica
12 Assistant City Manager

13 By: 
14 City Attorney, Seal Beach

15 EXECUTED PURSUANT
16 TO SECTION 301 OF
17 THE CITY CHARTER

18 CITY OF LONG BEACH, a municipal
19 corporation

20 July 26, 2018

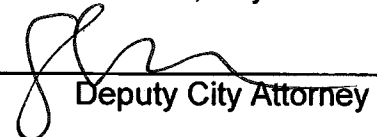
21 By: 
22 City Manager

23 "Long Beach"

24 This First Amendment to Agreement No. 34620 is approved as to form on

25 July 9, 2018.

26 CHARLES PARKIN, City Attorney

27 By: 
28 Deputy City Attorney

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
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