OFFICE OF THE CITY ATTORNEY CHARLES PARKIN, City Attorney 411 West Ocean Boulevard, 9th Floor Long Beach, CA 90802-4511

SECOND AMENDMENT TO AGREEMENT NO. 34368

368

THIS SECOND AMENDMENT TO AGREEMENT NO. 34368 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 June 14, 2016, and a minute order of the City Council of the City of Cerritos at its meeting held on AVAIS 13, 2020, by and between the CITY OF LONG BEACH ("Long Beach"), and the CITY OF CERRITOS ("Cerritos").

WHEREAS, Long Beach and Cerritos (the "Parties") entered Agreement No. 34368 (the "Agreement") whereby Long Beach agreed to provide animal control services to Cerritos; and

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

WHEREAS, the Parties desire to extend the term one (1) additional twoyear period and further amend the fees;

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

- 1. Section 1 of the Agreement is hereby amended in its entirety to read as follows:
- "1. <u>TERM</u>. This Agreement shall commence at midnight on July 1, 2016, and shall terminate at 11:59 p.m. on June 30, 2022, unless sooner terminated as provided herein. 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 of the Agreement 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

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exceed Three Hundred Fifty Nine Thousand Four Hundred Six Dollars (\$359,406) ("Annual Compensation") on June 30 of the first year period of July 1, 2020 through June 30, 2021, then Cerritos shall pay to Long Beach the difference between the total fees set forth in Section 4.A and Annual Compensation. Payment of the difference shall be made on or before July 31 of that same year. In the event and to the extent that the total amount of all license fees retained by Long Beach exceeds Annual Compensation on June 30 of that same year, then the excess shall be divided equally between Long Beach and Cerritos.

- ii. Year Two (2). Annual Compensation shall be adjusted by the percent change in the Consumer Price Index (CPI) for All Urban Consumers, All Items, Base Period 1982-84=100, for the Los Angeles-Long Beach-Anaheim, CA Area (February 2020 to February 2021), as published by the United States Department of Labor, Bureau of Labor Statistics (CUURS49ASA0), which shall not be less than zero (0) and shall not exceed eight percent (8%) ("Adjusted Annual Compensation"). 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 Adjusted Annual Compensation on June 30 of the second year period of July 1, 2021 through June 30, 2022, then Cerritos shall pay to Long Beach the difference between the total fees as set forth in Section 4.A and Adjusted Annual Compensation. Payment of the difference shall be made on or before July 31 of that same year. In the event and to the extent that the total amount of all license fees retained by Long Beach exceeds Adjusted Annual Compensation on June 30 of that same year, then the excess shall be divided equally between Long Beach and Cerritos."
- 3. Section 4.D of the Agreement is hereby amended in its entirety to read as follows:

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

and conditions in Agreement No. 34368 are	e 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.	
	CITY OF CERRITOS, a municipal
	corporation
- FUNDE BIL 27 , 2020	By City Manager
	,.
	"Cerritos"
	Agreement No. 34368 is approved as to form
on <u>Oct. 27</u> , 2020.	
	By: Med W. St. City Attorney, Cerritos
	City Attorney, Cerritos
	CITY OF LONG BEACH, a municipal
702/	corporation
January 13 , 2020	By Lunda F. Jakum City Manager
	EXECUTED PURSUANT
	"Long Beach" TO SECTION 301 OF THE CITY CHARTER
This Second Amendment to A	Agreement No. 34368 is approved as to form
on <i><u>December</u> 29</i> , 2020.	
	CHARLES PARKIN, City Attorney
	By:
	Deputy City Attorney
	force and effect. IN WITNESS WHEREOF, the executed with all formalities required by law. ### 1990 Process of the executed with all formalities required by law. ### 2020 This Second Amendment to A on