

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

1 SECOND AMENDMENT TO AGREEMENT NO. 31714

2 **31714**

3 THIS SECOND AMENDMENT TO AGREEMENT NO. 31714 is made and
4 entered, in duplicate, as of June 25, 2014 for reference purposes only, pursuant to a
5 minute order of the City Council of the City of Long Beach at its meeting held on June 17,
6 2014, and a minute order of the City Council of the City of Signal Hill at its meeting held
7 on 7/15/14, by and between the CITY OF LONG BEACH ("Long Beach"),
8 and the CITY 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 SECOND 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, 2014, and shall terminate
21 at midnight on June 30, 2016, unless sooner terminated as provided in the Agreement. "

22 2. Section 4.C. is hereby amended in its entirety to read as follows:

23 C. "Compensation Schedule.

24 i. Year One (1). In the event and to the extent that the
25 total amount of any and all fees retained by Long Beach does not equal or
26 exceed Seventy-One Thousand Two Hundred Eighty-Nine Dollars
27 (\$71,289.00) ("Annual Compensation") on June 30 of the first year period of
28 July 1, 2014 through June 30, 2015, then Signal Hill shall pay to Long

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

7 ii. Year Two (2). Annual Compensation shall be adjusted
8 by the percent change in the Consumer Price Index (CPI) for All Urban
9 Consumers, All Items, Base Period 1982-84=100, for the Los Angeles-
10 Riverside-Orange County, CA Area (March 2015 to March 2016), as
11 published by the United States Department of Labor, Bureau of Labor
12 Statistics (CUURA421SA0), which shall not be less than zero (0) and shall
13 not exceed eight percent (8%) ("Adjusted Annual Compensation"). In the
14 event and to the extent that the total amount of any and all fees retained by
15 Long Beach does not equal or exceed Adjusted Annual Compensation on
16 June 30 of the second year period of July 1, 2015 through June 30, 2016,
17 then Signal Hill shall pay to Long Beach the difference between the total
18 fees as set forth in Section 4.A. and Adjusted Annual Compensation.
19 Payment of the difference shall be made on or before July 31 of that same
20 year. In the event and to the extent that the total amount of all license fees
21 retained by Long Beach exceeds Adjusted Annual Compensation on June
22 30 of that same year, then the excess shall be divided equally between
23 Long Beach and Signal Hill."

24 3. Section 4.D. is hereby amended in its entirety to read as follows:

25 D. "Compensation in the Event of Termination. In the event of
26 termination of this Agreement pursuant to Section 7 or Section 9, Long Beach
27 shall retain fees as compensation for services provided by Long Beach through
28 the effective date of the termination.

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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 one-twelfth of Annual Compensation for each month that the Agreement has been in effect until June 30, 2015, then Signal Hill 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 one-twelfth of Annual Compensation times the number of months the Agreement was in effect between July 1, 2014 through June 30, 2015. A partial month shall be deemed a full month. Payment of the difference shall be made within thirty (30) days after the effective date of termination. Any excess fees shall be paid to Signal Hill.

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, 2016 does not equal or exceed one-twelfth of Adjusted Annual Compensation for each month that the Agreement has been in effect until June 30, 2016, then Signal Hill 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 one-twelfth of Adjusted Annual Compensation times the number of months the Agreement was in effect between July 1, 2015 through June 30, 2016. A partial month shall be deemed a full month. Payment of the difference shall be made within thirty (30) days after the effective date of termination. Any excess fees shall be paid to Signal Hill.”

4. Except as expressly amended in this Second Amendment, the terms and conditions in Agreement No. 31714 are ratified and confirmed and shall remain in full 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 SIGNAL HILL, a municipal corporation

7/15, 2014

By: 
City Manager


"Signal Hill"

This Second Amendment to Agreement No. 31714 is approved as to form on 7/15, 2014.

By: 
City Attorney, Signal Hill

CITY OF LONG BEACH, a municipal corporation

August 14, 2014

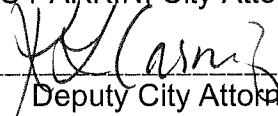
By: 
Assistant City Manager
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"Long Beach"

This Second Amendment to Agreement No. 31714 is approved as to form on July 23, 2014.

CHARLES PARKIN, City Attorney

By: 
Deputy City Attorney