

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 FIRST AMENDMENT TO AGREEMENT NO. 31707

2 **31707**

3 THIS FIRST AMENDMENT TO AGREEMENT NO. 31707 is made and
4 entered, in duplicate, as of October 1, 2011 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 May 15,
6 2012, and a minute order of the City Council of the City of Seal Beach at its meeting held
7 on September 10, 2012, by and between the CITY OF LONG BEACH ("Long Beach"),
8 and the CITY OF SEAL BEACH ("Seal Beach").

9 WHEREAS, the parties entered Agreement No. 31707 whereby Long
10 Beach agreed to provide animal control services to Seal Beach; and

11 WHEREAS, the Agreement contains a provision allowing the parties, by
12 mutual agreement, to extend the term of the agreement and the parties desire to do so;

13 NOW, THEREFORE, in consideration of the mutual terms and conditions in
14 the Agreement and in this FIRST Amendment, the parties agree as follows:

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

17 "SECTION 1. TERM. This Agreement shall commence at 12:01 a.m.
18 on July 1, 2012, and shall terminate at midnight on June 30, 2014."

19 2. Section 2.B(ii) is hereby amended in its entirety to read as follows:

20 "2.B.

21 ii. To patrol the streets and beaches of Seal Beach, to
22 enforce the provisions of the Seal Beach Municipal Code relating to animal
23 control. Emergency service will be available twenty-four (24) hours a day
24 seven (7) days a week;"

25 3. Section 4.C. is hereby amended in its entirety to read as follows:

26 "4.C. Compensation Schedule.

27 i. Year One (1). In the event and to the extent that the
28 total amount of any and all fees retained by Long Beach does not equal or

1 exceed One Hundred Forty-One Thousand Three Hundred Fifty-Six Dollars
2 (\$141,356) ("Annual Compensation") on June 30 of the first year period of
3 July 1, 2012 through June 30, 2013, then Seal Beach shall pay to Long
4 Beach the difference between the total fees as set forth in Section 4.A. and
5 Annual Compensation. Payment of the difference shall be made on or
6 before July 31 of that same year. In the event and to the extent that the
7 total amount of all license fees retained by Long Beach exceeds Annual
8 Compensation on June 30 of that same year, then the excess shall be
9 divided equally between Long Beach and Seal Beach.

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-
13 Riverside-Orange County, CA Area (March 2013 to March 2014), as
14 published by the United States Department of Labor, Bureau of Labor
15 Statistics (CUURA421SA0), which shall not be less than zero (0) and shall
16 not exceed eight percent (8%) ("Adjusted Annual Compensation"). In the
17 event and to the extent that the total amount of any and all fees retained by
18 Long Beach does not equal or exceed Adjusted Annual Compensation on
19 June 30 of the second year period of July 1, 2013 through June 30, 2014,
20 then Seal Beach shall pay to Long Beach the difference between the total
21 fee as set forth in Section 4.A. and Adjusted Annual Compensation.
22 Payment of the difference shall be made on or before July 31 of that same
23 year. In the event and to the extent that the total amount of all license fees
24 retained by Long Beach exceeds Adjusted Annual Compensation on June
25 30 of that same year, then the excess shall be divided equally between
26 Long Beach and Seal Beach."

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

“4.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 Annual Compensation and / or Adjusted Annual 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, 2013, then Seal Beach 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, 2012 through June 30, 2013. 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 Seal Beach.

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, 2014 does not equal or exceed Adjusted Annual Compensation for each month that the Agreement has been in effect until June 30, 2014, then Seal Beach 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, 2013 through June 30, 2014. 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

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fees shall be paid to Seal Beach.”

5. Except as expressly amended in this First Amendment, the terms and conditions in Agreement No. 31707 are ratified and confirmed and shall remain in full force and effect.

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 SEAL BEACH, a municipal corporation

September 11, 2012

By: Jill R. Ingram
City Manager

“Seal Beach”

This First Amendment to Agreement No. 31707 is approved as to form on

September 10, 2012.

By: Tom Bann
City Attorney, Seal Beach

CITY OF LONG BEACH, a municipal corporation

10.2, 2012

By: [Signature] Assistant City Manager
City Manager

“Long Beach”

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

This First Amendment to Agreement No. 31707 is approved as to form on

September 13, 2012.

ROBERT E. SHANNON, City Attorney

By: Andy J. Anderson
Deputy City Attorney