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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 Seal Beach.

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-Riverside-Orange County, CA Area (February 2015 to February 2016), as published by the United States Department of Labor, Bureau of Labor Statistics (CUURA421SA0), 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, 2015 through June 30, 2016, then Seal Beach shall pay to Long Beach the difference between the total fee 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 Seal Beach."

3. 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

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date of termination does not equal or exceed Annual Compensation for each month that the Agreement has been in effect until June 30, 2015, 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, 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 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, 2016 does not equal or exceed Adjusted Annual Compensation for each month that the Agreement has been in effect until June 30, 2016, 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, 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 Seal Beach.”

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

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

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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 SEAL BEACH, a municipal corporation

September 8, 2014

By: Jill R. Ingram
City Manager

"Seal Beach"

This Second Amendment to Agreement No. 31707 is approved as to form on September 8, 2014.

By: [Signature]
City Attorney, Seal Beach

CITY OF LONG BEACH, a municipal corporation **Assistant City Manager**

October 9, 2014

By: [Signature]
City Manager **EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.**

"Long Beach"

This Second Amendment to Agreement No. 31707 is approved as to form on September 22, 2014.

CHARLES PARKIN, City Attorney
By: [Signature]
Deputy City Attorney

RESOLUTION NUMBER 6500

A RESOLUTION OF THE SEAL BEACH CITY COUNCIL
APPROVING THE SECOND AMENDMENT TO THE SERVICE
AGREEMENT WITH THE CITY OF LONG BEACH PROVIDING
ANIMAL CONTROL SERVICES

THE SEAL BEACH CITY COUNCIL DOES HEREBY RESOLVE:

Section 1. The City Council hereby approves the Second Amendment to the Agreement between the City of Seal Beach and the City of Long Beach for contract animal control services to allow for two additional consecutive two-year extensions to the agreement mutually agreed upon the provisions by both parties.

Section 2. The City Council hereby authorizes the City Manager to execute the Second Amendment to the Agreement on behalf of the City.

Section 3. The City Clerk shall certify to the passage and adoption of this resolution.

PASSED, APPROVED and ADOPTED by the Seal Beach City Council at a regular meeting held on the 8th day of September, 2014 by the following vote:

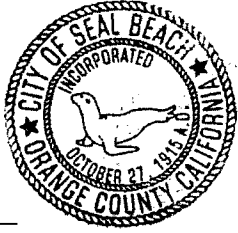
AYES: Council Members Watters, Lovitt, Miller, Shanko, Swan

NOES: Council Members None

ABSENT: Council Members None

ABSTAIN: Council Members None

George A. Deaton
Mayor



ATTEST:
Linda Devine
City Clerk

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS
CITY OF SEAL BEACH }

I, Linda Devine, City Clerk of the City of Seal Beach, do hereby certify that the foregoing resolution is the original copy of Resolution Number 6500 on file in the office of the City Clerk, passed, approved, and adopted by the Seal Beach City Council at a regular meeting held on the 8th day of September, 2014.

Linda Devine
City Clerk