

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. 31708

2 **31708**

3 THIS FIRST AMENDMENT TO AGREEMENT NO. 31708 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 Los Alamitos at its meeting  
7 held on June 18, 2012, by and between the CITY OF LONG BEACH ("Long  
8 Beach"), and the CITY OF LOS ALAMITOS ("Los Alamitos").

9 WHEREAS, the parties entered Agreement No. 31708 whereby Long  
10 Beach agreed to provide animal control services to Los Alamitos; 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. on  
18 July 1, 2012, and shall terminate at midnight on June 30, 2014."

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

20 C. Compensation Schedule.

21 i. Year One (1). In the event and to the extent that the  
22 total amount of any and all fees retained by Long Beach does not equal or  
23 exceed Seventy-Seven Thousand Five Hundred Seventy-Two Dollars  
24 (\$77,572) ("Annual Compensation") on June 30 of the first year period of  
25 July 1, 2012 through June 30, 2013, then Los Alamitos shall pay to Long  
26 Beach the difference between the total fees as set forth in Section 4.A. and  
27 Annual Compensation. Payment of the difference shall be made on or  
28 before July 31 of that same year. In the event and to the extent that the

1 total amount of all license fees retained by Long Beach exceeds Annual  
2 Compensation on June 30 of that same year, then the excess shall be  
3 divided equally between Long Beach and Los Alamitos.

4 ii. Year Two (2). Annual Compensation shall be adjusted  
5 by the percent change in the Consumer Price Index (CPI) for All Urban  
6 Consumers, All Items, Base Period 1982-84=100, for the Los Angeles-  
7 Riverside-Orange County, CA Area (March 2013 to March 2014), as  
8 published by the United States Department of Labor, Bureau of Labor  
9 Statistics (CUURA421SA0), which shall not be less than zero (0) and shall  
10 not exceed eight percent (8%) ("Adjusted Annual Compensation"). In the  
11 event and to the extent that the total amount of any and all fees retained by  
12 Long Beach does not equal or exceed Adjusted Annual Compensation on  
13 June 30 of the Second year period of July 1, 2013 through June 30, 2014,  
14 then Los Alamitos shall pay to Long Beach the difference between the total  
15 fees as set forth in Section 4.A. and Adjusted Annual Compensation.  
16 Payment of the difference shall be made on or before July 31 of that same  
17 year. In the event and to the extent that the total amount of all license fees  
18 retained by Long Beach exceeds Adjusted Annual Compensation on June  
19 30 of that same year, then the excess shall be divided equally between  
20 Long Beach and Los Alamitos."

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

22 D. "Compensation in the Event of Termination. In the event of  
23 termination of this Agreement pursuant to Section 7 or Section 9, Long Beach  
24 shall retain Annual Compensation and / or Adjusted Annual Compensation for  
25 services provided by Long Beach through the effective date of the termination.

26 i. Year One (1). In the event and to the extent that the  
27 total amount of any and all fees retained by Long Beach to the effective  
28 date of termination does not equal or exceed Annual Compensation for

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each month that the Agreement has been in effect until June 30, 2013, then Los Alamitos 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 Los Alamitos.

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 Los Alamitos 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 fees shall be paid to Los Alamitos.”

4. Except as expressly amended in this First Amendment, the terms and conditions in Agreement No. 31708 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 LOS ALAMITOS, a municipal corporation

6/19, 2012

By *Angie Avery*  
Angie Avery, City Manager

"Los Alamitos"

This First Amendment to Agreement No. 31708 is approved as to form on \_\_\_\_\_, 2012.

By: \_\_\_\_\_  
City Attorney, Los Alamitos

CITY OF LONG BEACH, a municipal corporation

7.14, 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. 31708 is approved as to form on June 26, 2012.

ROBERT E. SHANNON, City Attorney

By: *Shay J Anderson*  
Deputy City Attorney

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