

AMENDMENT 1 TO AGREEMENT FOR WILDLIFE AND EDUCATION SERVICES

Between



City of Seal Beach
211 8th Street
Seal Beach, CA 90740

&

Wetlands and Wildlife Care Center
21900 Pacific Coast Hwy
Huntington Beach, CA 92646-7601
714-374-5387

This Amendment 1, dated May 12, 2025 ("Effective Date") amends that certain Agreement for Wildlife and Education Services ("the Agreement") dated July 1, 2023 by and between Wetlands and Wildlife Care Center ("Contractor"), a California nonprofit public benefit corporation, and the City of Seal Beach ("City"), a California charter city, (sometimes hereinafter individually referred to as "Party" and collectively as "the Parties").

RECITALS

A. City and Contractor are parties to the Agreement, pursuant to which City retained Contractor to provide certain professional animal field and shelter services interagency services.

B. Effective July 1, 2023, City and Contractor entered into an Agreement for Contractor to provide certain professional services relating to animal field and shelter services for the purpose of safeguarding the health and safety of City's population and the health and safety of its wildlife while promoting the humane treatment of wild animals, with the Original Term ending June 30, 2025.

C. City and Contractor desire to amend the Agreement by this Amendment 1 to extend the contract term for one year, and to increase the compensation for the extended term, as provided herein.

NOW THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereto agree as follows.

AMENDMENT 1

SECTION 1. Section 2.0 (Term) of the Agreement is hereby amended in its entirety to read as follows:

"2.0 Term

2.1. Original Term. This Agreement originally commenced as of the Effective Date and continued through and including midnight on June 30, 2025 ("Original Term").

2.2. First Extension. This Agreement is hereby extended from July 1, 2025, through and including midnight on June 30, 2026 ("First Extension"), unless sooner terminated or extended as provided by this Agreement.

2.3 Additional Extensions. The City, at its sole option, may elect to extend the Original Term of this Agreement, upon the same terms and conditions, for up to two (2) additional terms of one year each ("extension"), by providing written notice to Contractor at least one month prior to the expiration of an existing term. If timely elected by the City, the second extension shall be from July 1, 2026, through and including June 30, 2027, unless sooner terminated or extended pursuant to this Agreement. If timely elected by the City, the third extension shall be from July 1, 2027,

through and including June 30, 2028, unless sooner terminated pursuant to this Agreement. Any extension shall not be effective except upon execution of a written amendment to this Agreement signed by the City Manager and Contractor's authorized representatives.

SECTION 2. Section 3.0 (Contractor's Compensation) is hereby amended in its entirety to read as follows:

“3.0 Contractor's Compensation

3.1 Original Term. In consideration of Contractor's performance of the Services set forth in Exhibit A, City will pay Contractor for Services and expenses incurred in the performance of this Agreement, but in no event will City pay more than the total not-to-exceed amount of \$500 (Five Hundred dollars and 00/100) per month for the Original Term, except as authorized by City pursuant to Subsection 3.2 hereafter.

3.2. First Extension. In consideration of Contractor's performance of the Services set forth in Exhibit A, City will pay Contractor for Services but in no event will the City pay more than the total not-to-exceed amount of \$1,000 (One Thousand dollars and 00/100) per month for the First Extension .

3.3 Additional Extensions. In the event that City elects to extend the term of the Agreement in accordance with Subsection 2.3 of this Agreement, and in consideration of Contractor's performance of the Services set forth in Exhibit A, City will pay Contractor for Services but in no event will the City pay more than the total not-to-exceed amount of \$1,000 (One Thousand dollars and 00/100) per month for each additional one-year extension.”

SECTION 3. All references to the term “Agreement” throughout Sections 1.0 through 35.0, inclusive, of the Agreement are hereby modified to include the Agreement dated July 1, 2023, and this Amendment 1 dated May 12, 2025, as if all terms are fully set forth therein.

SECTION 4. Except as expressly modified or supplemented by this Amendment 1, all other provisions of the Agreement shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this Amendment 1 and the provisions of the Agreement, the provisions of this Amendment 1 shall control.

SECTION 5. This Amendment 1 shall be effective on July 1, 2025.

SECTION 6. All references to the term "Agreement" throughout Sections 1.0 through 35.0, inclusive, of the Agreement are hereby modified to include the Agreement dated July 1, 2023, and this Amendment 1 dated May 12, 2025 as if all terms are fully set forth therein.

SECTION 7. Except as expressly modified or supplemented by this Amendment 1, all other provisions of the Agreement shall remain unaltered and in full force and effect. In the event of a conflict between the provisions of this Amendment 1 and the provisions of the Agreement, the provisions of this Amendment 1 shall control.


SECTION 8. The persons executing this Amendment 1 on behalf of Contractor each warrant that he or she is each duly authorized to execute this Amendment 1 on behalf of said Party and that by his or her execution, Contractor is formally bound to the provisions of this Amendment 1.

IN WITNESS WHEREOF, the Parties hereto, through their respective authorized representatives have executed this Amendment 1 as of the date and year first above written.

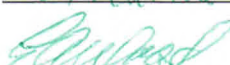
CITY OF SEAL BEACH

CONTRACTOR: WETLANDS AND
WILDLIFE CARE CENTER

By: _____
Patrick Gallegos, Interim
City Manager

By: 
Name: Debbie McGuire
Its: Executive Director


Attest:

By: 
Name: ELIZABETH WOOD
Its: BOARD MEMBER

By: _____
Gloria Harper, City Clerk

(Please note, two signatures required for corporations pursuant to California Corporations Code Section 313 from each of the following categories: (i) the chairperson of the board, the president or any vice president, **and** (ii) the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation.)

Approved as to Form:

By: 
Nicholas Ghirelli, City Attorney

**PROOF OF AUTHORITY TO BIND
CONTRACTING PARTY REQUIRED**

