

City of Marina

ANIMAL SHELTERING SERVICES AGREEMENT—AMENDMENT NO. 1

This Amendment No. 1 to the Animal Shelter Services Agreement is entered into this 1st day of July 2016 by and among the City of Salinas, a California charter city and municipal corporation hereinafter referred to as “SALINAS,” and the City of MARINA, a California charter city and municipal corporation, hereinafter referred to as “MARINA”. SALINAS and MARINA are collectively referred to herein as “the Parties.”

RECITALS

WHEREAS, SALINAS and MARINA have a duty and a responsibility to protect and to maintain the health, safety, and welfare of their residents, including the duty and the responsibility to provide animal sheltering services pursuant to California and local law; and

WHEREAS, SALINAS owns and operates an animal shelter and provides animal sheltering services for the incorporated area of the SALINAS; and

WHEREAS, MARINA does not have its own animal shelter facility and desires for SALINAS to provide animal sheltering services for MARINA; and

WHEREAS, SALINAS desires to provide animal sheltering services to MARINA for the compensation to be provided herein; and

WHEREAS, on September 1, 2014, the Parties entered into an Animal Sheltering Agreement for SALINAS to provide animal sheltering services to MARINA; and

WHEREAS, the Original Animal Sheltering Agreement had a two-year term; and

WHEREAS, the parties desire to extend the term of the agreement for an additional two years and the contract agreement period ends on June 30, 2016; and

NOW, THEREFORE, in mutual consideration of the terms and conditions set forth in the Original Animal Shelter Services Agreement, the Parties agree to extend the term of the Original Animal Shelter Services Agreement, as follows:

TERMS

1. Renewal Term. The term of the Original Animal Shelter Services Agreement shall be further extended for an additional two years commencing as of July 1, 2016 (“Effective Date”) and continuing through June 30, 2018 (the “Renewal Term”). The Parties understand and acknowledge that there shall be no automatic extensions of the renewal term without mutual written consent of the Parties.

2. Advance Payment. The parties agree that the “Advance payment” required by Paragraph 4, Section E, Subsection(2) has been made and that no other “Advance payment” is required as a term and condition of this renewal.

