

### **ANIMAL SHELTERING SERVICES AGREEMENT—AMENDMENT NO. 3**

This Amendment No. 3 to the Animal Shelter Services Agreement is entered into this 1<sup>st</sup> day of July 2020 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 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 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, 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 Amendment No. 1 extended the Agreement for two additional years; and Amendment No. 2 extended the Agreement for two additional years;

WHEREAS, the parties desire to extend the term of the agreement for an additional one year and the contract agreement period ends on June 30, 2021; 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 one year commencing as of July 1, 2020 (“Effective Date”) and continuing through June 30, 2021 (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 condition of this renewal.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City of Salinas and the City of Marina have entered into the Amendment No. 3 as of the date first written above.

**CITY OF SALINAS**

_____	_____
Ray Corpus, City Manager	Date

APPROVED AS TO FORM:

_____	_____
Christopher A. Callihan, City Attorney	Date

**CITY OF MARINA**

_____	_____
Layne Long, City Manager	Date

ATTEST:

_____	_____
Rob Wellington, City Attorney	Date

ATTEST:

_____	_____
City Clerk	Date

REVIEWED:

_____	_____
Risk Management	