

SECOND AMENDMENT TO ANIMAL SHELTER AND ANIMAL CONTROL SERVICES AGREEMENT

THIS SECOND AMENDMENT (“**Amendment**”) is entered into effective as of June 17, 2025 (“**Amendment Effective Date**”), by and between the CITY OF CHINO, a municipal corporation (“**City**”) and THE HUMANE SOCIETY OF POMONA VALLEY, INC. dba INLAND VALLEY HUMANE SOCIETY & S.P.C.A., a nonprofit corporation (“**Humane Society**”). City and Humane Society are sometimes individually referred to herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. The Parties entered into that certain Animal Shelter and Animal Control Services Agreement between City and Humane Society dated July 1, 2021 (“**Agreement**”), under which the City contracted with Humane Society for animal shelter and animal control services under the terms and conditions provided therein. Unless terminated, the Agreement automatically renewed for successive two (2) year Terms.

B. Section 13 of the Agreement provides in part as follows: (1) following the initial term of the Agreement, either Party may terminate the Agreement without cause upon at least 180 days’ prior written notice of the intent to terminate; (2) in the event of termination, Humane Society shall be paid for all work performed under the Agreement through the date of termination; and (3) in the event of termination, Humane Society shall cooperate with City in transferring the animals sheltered and animal control services to any other consultant or provider chosen by City to perform animal shelter and animal control services.

C. In a notice dated October 10, 2024, the City stated its intent not to renew the agreement with Humane Society, confirming the agreement will expire on June 30, 2025.

D. The Parties desire to amend the Agreement to effectuate a smooth transition of services from Humane Society to City’s new provider, the Animal Resource Center of the Inland Empire (“**ARC**”), a joint powers agency with its temporary operations center located at 1630 Shearwater Street, Ontario, California.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the Parties as follows:

1. **Amendments to Agreement.** The Parties hereby agree to amend the Agreement as follows:
 - a. Early Transition of Dog Bite Calls and Related Services. Starting at midnight on June 20, 2025, Humane Society agrees that City’s provider, ARC, will respond to dog bite reports, including but not limited to receiving and responding to requests for service, coordination with the local health department on quarantine, sheltering

and quarantining the dog(s), and investigation and further steps relating to dangerous and/or vicious dog bite cases.

- b. Transition of Animals During Final Week of Service. The Parties agree to a phased, orderly transition of animals being sheltered by Humane Society that originated within the City during the final week of the Agreement term (June 23, 2025 through June 30, 2025). The City will facilitate receipt of such animals by ARC during this period during Humane Society's animal shelter hours. Humane Society will provide all records related to identification, sheltering, and medical records related to such animals concurrent with their transition to ARC with any related copy or transfer fees to be paid by the City. City reserves the right to verify that such animals originated within the City for up to 10 days following acquisition of an animal by ARC and receipt of related records, and if appropriate, City may return any animals that originated outside of the City, and Humane Society shall accept any such animals within 5 days thereafter. The City shall be responsible for all costs incurred by Humane Society in transitioning the animals, as set forth in Paragraph 13.
 - c. Indemnification During Transition. In addition to the provisions established in Section 9 of the Agreement, City agrees to indemnify, defend, and hold harmless Humane Society, its agents, officers, directors or employees, from and against any and all liabilities, losses, claims, demands, actions, causes of action, proceedings, suits, damages, judgments, costs and expenses of litigation, including reasonable attorneys' fees ("Claim") arising out of the intentional or negligent acts or errors or omissions of City, its elected or appointed officials, officers, agents, and employees or the ARC, including its elected or appointed officials, officers, agents, and employees, related to the early transition of dog bite reports and the transition of animals that originated from the City as set forth in Subsections (a) and (b) above. However, if the Claim arises out of intentional conduct or gross negligence by Humane Society or its agents, officers, directors, or employees, then Humane Society will indemnify, defend, and hold City harmless pursuant to Section 9 of the Agreement.
2. **Capitalized Terms.** Any capitalized terms not defined herein shall have the meanings set forth in the Agreement.
3. **Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. Electronic signatures and signatures provided by signature application shall be considered originals.
4. **Full Force.** Except as expressly set forth herein, the Agreement shall remain unmodified and in full force and effect.

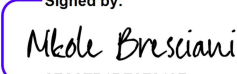
SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Animal Shelter and Animal Control Services Agreement between the City of Chino and The Humane Society of Pomona Valley, Inc. dba Inland Valley Humane Society and SPCA as of the date first set forth above.

CITY, a Municipal Corporation

THE HUMANE SOCIETY OF POMONA VALLEY, INC. dba INLAND VALLEY HUMANE SOCIETY AND SPCA, a California Non-Profit Corporation

By : _____
City Manager
Date: _____

Signed by:


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President/CEO
Date: 6/11/2025

ATTEST:

ATTEST:

City Clerk
Date: _____

Signed by:


6ED71244EEEE041E...
Secretary
Date: 6/11/2025

APPROVED AS TO FORM:

City Attorney
Date: _____