

**CITY OF CHINO**

**AMENDMENT NO. 1 TO ANIMAL SHELTER AND  
ANIMAL CONTROL SERVICES AGREEMENT NO. 2022-037  
BETWEEN THE CITY OF CHINO AND  
INLAND VALLEY HUMANE SOCIETY & S.P.C.A.**

THIS AMENDMENT NO. 1 to that certain Animal Shelter and Animal Control Services Agreement dated July 1, 2021 (Agreement No. 2022-037), is entered into in the State of California by and between the CITY OF CHINO, a California general law municipal corporation, hereinafter called "City", and THE HUMANE SOCIETY OF POMONA VALLEY, INC. dba INLAND VALLEY HUMANE SOCIETY & S.P.C.A., a nonprofit corporation, hereinafter called "Humane Society."

City and the Humane Society agree to amend Agreement No. 2022-037 as follows:

1. Section 5, subsection (b). the "Guaranteed Revenue Credits" section shall be deleted and replaced, in its entirety, as follows:

(b) **Revenue Credits:** Humane Society shall receive and retain all payments collected for dog and cat licenses and related late fees, impound fees, kennel care fees and court fines collected on behalf of City as a result of City's animal control program ("Service Fees"). Any Service Fees collected by Humane Society in connection with City's animal control program shall be automatically remitted to Humane Society. All Service Fees will be credited to the City against the Annual Fee set forth in Paragraph 5(a) above, and subsequently calculated in Paragraph 5(d) below.

2. Section 13 shall be replaced in its entirety to read as follows:

**Termination:** After the completion of the initial Term, either Party, at any time, may terminate this Agreement without cause upon the giving of no less than one hundred eighty (180) days prior written notice to the other Party of the intent to terminate. This notice shall include the date of termination which shall be no less than one hundred eighty (180) days following the date of the notice. In the event of such a termination, Humane Society shall be paid for all work performed under the Agreement through the date of termination, less any Service Fee credits as described in Section 5(b). In the event that the Agreement is terminated, Humane Society will cooperate with City in transferring the animals sheltered and animal control services to any other consultant or provider chosen by City to perform the animal shelter and animal control services. The additional expenses of transferring the animals and animal control services include, but are not limited to, the actual cost of identification and relocation of animals, transfer of records, including medical records, and other costs related to the transfer of the responsibility for animal sheltering and animal care services from Humane Society.

If termination is initiated, revenue will be credited to the City based on actual receipts for the service period.

3. This Amendment will take effect July 1, 2024.

All other provisions of the agreement remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement No. 2022-037 to be executed on the day and year last written below:

**[Signatures on next page.]**

**CITY OF CHINO**

**INLAND VALLEY HUMANE SOCIETY  
& S.P.C.A.**

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**Linda Reich  
City Manager**

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**Nikole Bresciani  
President/CEO**

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**(Date)**

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**Date**

**Attest:**

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**(Date)**

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**Natalie Gonzaga  
City Clerk**

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**(Signature)**

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**(Date)**

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**(Printed Name/Title)**

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**(Date)**