RENEWAL AND AMENDMENT NO. 1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & CITY OF MARINA

THIS RENEWAL AND AMENDMENT NO. 1 is made to Agreement, No. A-15553 ("Agreement"), for the use and services of the Monterey County Animal Services Center by and between the City of Marina ("CITY") and the County of Monterey, a political subdivision of the State of California ("County").

WHEREAS, the County has established the Health Department Animal Services Center, located at 160 Hitchcock Road, Salinas, California, to shelter animals within the unincorporated areas of the County; and

WHEREAS, the CITY was contracting with the City of Salinas prior to the COVID-19 pandemic, for the sheltering of animals found within the City limits of Marina; and

WHEREAS, the County and the City of Salinas have consolidated shelters and all animals that were being housed at the Salinas Shelter are now being housed at the County Animal Services Center; and

WHEREAS, the CITY Agreed to contract with the County for the provision of services at the Animal Services Center as described below; and

WHEREAS, On October 13, 2021, County and CITY have heretofore entered into Agreement A-15553, for animal services in accordance with Title 8 of the Monterey County Code and applicable law for a term of July 1, 2021 through December 31, 2021; and

WHEREAS, the County and CITY wish to renew and amend Agreement A-15553, to extend the term of the Agreement six (6) months, for an extended term of July 1, 2021 through June 30, 2022.

NOW THEREFORE, the County and CITY hereby agree to renew and amend Agreement A-15553 in the following manner:

- 1. This Agreement A-15553 is hereby renewed retroactive to January 1, 2022 and all of its prior terms and conditions shall be deemed to have been in effect continuously since that time.
- 2. Section 5, TERM AND TERMINATION, A. <u>Term</u>, shall be amended by removing, "This Agreement shall be effective on July 1, 2020 and shall terminate on December 31, 2021, unless sooner terminated pursuant to the terms of this Agreement.", and replacing it with "This Agreement shall be effective on July 1, 2021 and shall terminate on June 30, 2022, unless sooner terminated pursuant to the terms of this Agreement."

- 3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.
- 4. The recitals to this Amendment No. 1 are hereby incorporated by this reference.
- 5. A copy of this Amendment No. 1 shall be attached to the Agreement dated, 10/13/2021.

This area intentionally left blank

Date:

MONTEREY COUNTY

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 on the day and year written below.

CONTRACTOR

D	City of Marina
By: Contracts/Purchasing Officer	Contractor's Business Name*
Contracts/1 drendshig Officer	DocuSigned by:
Date:	By: Eddie Anderson
Approyed as to Fiscal Provisions:	(Signature of Chair, President or Vice-President) Eddie Anderson Commander
Burcu Mousa Burcu Mousa	Printed Name and Title
Deputy Auditor/Controller	3/30/2022 11:27 AM PDT Date:
Date: 4/5/2022 11:09 AM PDT and Auditor-Co	ontroller
Approved as to Liability Provisions:	By: Doousigned by: Juan Lopes
	Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Risk Management	Juan Lopez Finance Director
Date:	Printed Name and Title
Apprayed as to Form:	Date: 3/31/2022 11:47 AM PDT
katherine d. HansenKatherine A. Hansen	
Deputy County Counsel	
Date: 4/4/2022 10:43 DeMut9 Counsel Couns	sel
Director of Health	

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.