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**FIRST AMENDMENT TO
SHELTERING SERVICES AGREEMENT**

This First Amendment to Sheltering Services Agreement (“First Amendment”) is made and effective as of the ___ day of _____ 2024, by and between the City of Beaumont, a California general law city (“BEAUMONT”), and Ramona Humane Society, a California non-profit corporation (“CONTRACTOR”). BEAUMONT and CONTRACTOR are at times hereinafter collectively referred to as “Parties” or individually as a “Party”.

RECITALS

WHEREAS, BEAUMONT entered into a Sheltering Agreement (“Agreement”) with CONTRACTOR on November 1, 2021 for the purpose of, among others, providing animal control services as described in the Agreement; and

WHEREAS, CONTRACTOR has informed BEAUMONT that CONTRACTOR is shifting operations towards animal rescue rather than animal control service, and CONTRACTOR has changed its name to Haven Pet Center, effective January 1, 2024; and

WHEREAS, paragraph 24 of the Agreement provides that the Parties may meet and confer from time-to-time to negotiate in good faith to determine if reasonable amendments to the Agreement are appropriate; and

WHEREAS, the Parties agreed to meet and confer on December 18, 2023, to discuss and consider CONTRACTOR’s request to amend the Agreement to remove the provision of owner surrenders and feral/stray cat intake services from the Agreement, consistent with CONTRACTOR’s shift in operations; and

WHEREAS, BEAUMONT and CONTRACTOR agree to amend the Agreement to remove the provision of owner surrenders and feral/stray cat intake services from the Agreement as further described below, effective February 1, 2024.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

SECTION 1 - RECITALS

The Recitals set forth above are hereby incorporated into this First Amendment by this reference, as though fully set forth herein.

SECTION 2 – AMENDMENTS

- a. **Exhibit A -SCOPE OF WORK & FEES**. For purposes of this First Amendment, Exhibit “A” -Scope of Work & Fees attached to the Agreement shall be replaced with the “Amended Scope of Work & Fees” attached hereto as Exhibit “A” and incorporated herein by this reference.

SECTION 3 - COUNTERPARTS

This First Amendment may be executed in several counterparts, each of which shall be deemed to be an original and shall constitute one and the same instrument and shall become binding upon the Parties when at least a copy hereof shall have been signed by the Parties hereto.

SECTION 4 - CONFLICTS

In the event there exist any conflicts between the terms of this First Amendment and the Agreement, the terms of this First Amendment shall supersede.

SECTION 5- REMAINING PROVISIONS

All other remaining terms and conditions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed as of the date first written above.

CITY OF BEAUMONT

**RAMONA HUMANE SOCIETY
NOW KNOWN AS HAVEN PET CENTER**

By: _____
DAVID FENN
Mayor

By: _____
JEFF SHEPPARD
President/Chief Executive Officer

ATTEST:

By: _____
ELAINE MORGAN, City Clerk

APPROVED AS TO FORM:

John O. Pinkney, City Attorney

**EXHIBIT A
FIRST AMENDMENT TO
SHELTERING SERVICES AGREEMENT**

AMENDED SCOPE OF WORK & FEES