

600
2-7-04
Humane
Society

AMENDMENT NO. 2
AGREEMENT FOR ANIMAL SHELTER SERVICES BETWEEN CITY OF
RAPID CITY AND THE HUMANE SOCIETY OF THE BLACK HILLS

WHEREAS, the City of Rapid City and the Humane Society of the Black Hills previously engaged in negotiations and those negotiations at one point included Pennington County; and

WHEREAS, the payment from the City of Rapid City to the Humane Society of the Black Hills that was included in the original agreement was incorrect in that it included Pennington County's portion of payment;

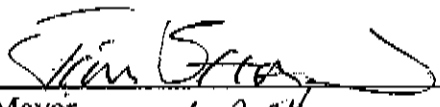
NOW, THEREFORE, be it agreed as follows:

This Amendment No. 2 to Agreement for Animal Shelter Services between City of Rapid City and the Humane Society of the Black Hills dated December 1, 2003, is made and entered into this 4 day of June, 2004. All terms and conditions of the Agreement for Animal Shelter Services between City of Rapid City and the Humane Society of the Black Hills shall remain in full force and effect except as specifically modified herein and except as specifically modified by Amendment No. 1 to the Agreement for Animal Shelter Services between City of Rapid City and the Humane Society of the Black Hills dated March 2, 2004.

Paragraph 4 of the Agreement for Animal Shelter Services between City of Rapid City and the Humane Society of the Black Hills dated December 1, 2003, is hereby amended to read as follows:

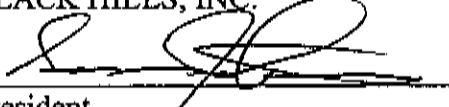
4. CITY shall pay SOCIETY Eleven Thousand One Hundred Eleven Dollars and Eleven Cents (\$11,111.11) on or before the first day of each month for the period from April 1, 2004 through December 31, 2005. Beginning January 1, 2006 the monthly payment to the SOCIETY shall be increased by the lesser of 3% or a percentage equal to the annual increase of the Consumer Price Index as designated for all urban customers for the most recent year ending December 31.

CITY OF RAPID CITY



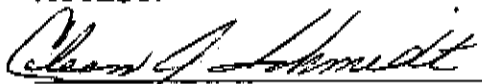
Mayor *6-7-04*

HUMANE SOCIETY OF THE
BLACK HILLS, INC.



President

ATTEST:



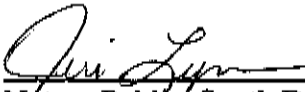
Finance Officer

(SEAL)

State of South Dakota)
SS.
County of Pennington)

On this the 9 day of June, 2004, before me, the undersigned officer, personally appeared Jim Shaw and James F. Preston, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Rapid City by themselves as Mayor and Finance Officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public, South Dakota

My Commission Expires: 9-3-08

(SEAL)

State of South Dakota)
SS.
County of Pennington)

On this the 26th day of May, 2004, before me, the undersigned officer, personally appeared Richard Johnstone, who acknowledged himself to be the President of Humane Society of the Black Hills, and that he, as such President, being authorized so to do, executed the foregoing instrument by signing the name of Humane Society of the Black Hills by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public, South Dakota

My Commission Expires: 1-31-2005

(SEAL)

Prepared By: CITY ATTORNEY'S OFFICE

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AMENDMENT NO. 1
AGREEMENT FOR ANIMAL SHELTER SERVICES BETWEEN CITY OF
RAPID CITY AND THE HUMANE SOCIETY OF THE BLACK HILLS


This Amendment No. 1 to Agreement for Animal Shelter Services between City of Rapid City and the Humane Society of the Black Hills dated December 1, 2004, is made and entered into this 2 day of March, 2004. All other terms and conditions of the Agreement for Animal Shelter Services between shall remain in full force and effect.

The Humane Society of the Black Hills and the County of Pennington, South Dakota, have executed an animal shelter agreement. Under the terms of the agreement with Pennington County and the Society, Pennington County has the right to terminate the agreement if the County Commissioners of Pennington County fail to grant expenditures sufficient to fund the agreement for the subsequent year. In the event the Society receives such notice from Pennington County terminating its animal shelter agreement with the Society, this agreement will automatically terminate at 11:59 p.m. on the 31st day of December of the current fiscal year unless a new agreement is reached between the City and the Society.

In the event the Society receives such notice from Pennington County terminating its animal shelter agreement, the Humane Society shall immediately notify the City.

CITY OF RAPID CITY

HUMANE SOCIETY OF THE
BLACK HILLS, INC.




Mayor 3/2/04



President

ATTEST:



Finance Officer

(SEAL)

State of South Dakota)

SS.

County of Pennington)

On this the 2 day of March, 2004, before me, the undersigned officer, personally appeared Jim Shaw and James F. Preston, who acknowledged

themselves to be the Mayor and Finance Officer, respectively, of the City of Rapid City, a municipal corporation, and that they as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Rapid City by themselves as Mayor and Finance Officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Jeri Ly
Notary Public, South Dakota

My Commission Expires: *9-3-08*

(SEAL)

State of South Dakota)

SS.

County of Pennington)

On this the *18th* day of *March*, 2004, before me, the undersigned officer, personally appeared *Richard Johnson*, who acknowledged himself to be the President of Humane Society of the Black Hills, and that he, as such President, being authorized so to do, executed the foregoing instrument by signing the name of Humane Society of the Black Hills by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Margaret Paul
Notary Public, South Dakota

My Commission Expires:

(SEAL) *6/25/2009*

Prepared By: CITY ATTORNEY'S OFFICE