

AMENDMENT NO. 3
AGREEMENTS FOR ANIMAL SHELTER SERVICES BETWEEN CITY OF
RAPID CITY AND THE HUMANE SOCIETY OF THE BLACK HILLS

WHEREAS, the Agreement for Animal Shelter Services between the City of Rapid City and the Humane Society of the Black Hills dated December 1, 2003 provides that beginning January 1, 2006 the monthly payment to the to the Humane Society by the City of Rapid City shall increase 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; and

WHEREAS, the annual increase of the Consumer Price Index as designated for all urban customers for the most recent year ending December 31 is 2.6%;

NOW, THEREFORE, be it agreed as follows:

This Amendment No. 3 to Agreement for Animal Shelter Services between the City of Rapid City and the Humane Society of the Black Hills dated December 1, 2003, is made and entered into this ____ day of _____, 2005. All terms and conditions of the Agreement for Animal Shelter Services between the 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 the 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 the City of Rapid City and the Humane Society of the Black Hills dated December 1, 2003, modified by Amendment No. 2 to the Agreement for Animal Shelter Services between the City of Rapid City and the Humane Society of the Black Hills dated June 7, 2004, is hereby amended to read as follows:

4. CITY shall pay SOCIETY Eleven Thousand Four Hundred Dollars(\$11,400.00) on or before the first day of each month for the period from January 1, 2006 through December 31, 2006. Beginning January 1, 2007, 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.

DATED this _____ day of _____, 2005.

CITY OF RAPID CITY

HUMANE SOCIETY OF
THE BLACK HILLS, INC.

Mayor

President

ATTEST:

Finance Officer

(SEAL)

State of South Dakota)
) ss.
County of Pennington)

On this the _____ day of _____, 2005, 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:

(SEAL)

State of South Dakota)
) ss.
County of Pennington)

On this the ____ day of _____, 2005, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the President of the Humane Society of the Black Hills, Inc., a South Dakota non-profit Corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as its President.

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

Notary Public, South Dakota

My Commission Expires:

(SEAL)