

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this _____ day of _____, 2018, amends the Agreement entered into effective March 1, 2014 (the Agreement), between the City of Fresno, a municipal corporation (City) and the Central California Society for the Prevention of Cruelty to Animals, a duly organized and qualified California nonprofit public benefit corporation (Society).

RECITALS

WHEREAS, the terms of the Agreement provide that the Society will provide the City with all animal control, pound master, veterinary and animal sheltering services, facilities and related activities (Services) authorized and required by applicable law (Agreement); and

WHEREAS, the Agreement provides for an initial term through June 30, 2015, and three one-year renewal terms ending on June 30, 2018; and

WHEREAS, City and Society desire a further one-year extension of the Agreement to allow the parties additional time to conduct good faith negotiation for the terms of a future agreement concerning the Services.

AMENDMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein conditioned, and for other good and valuable consideration hereby acknowledge, the parties agree that the aforesaid Agreement be amended as follows:

1. The first line of the first page of the Agreement setting forth the term of the Agreement is deleted in its entirety and replaced as follows:

"[March 1, 2014 through June 30, 2015: Renewable annually through June 30, 2019]"

2. Section I of the Agreement entitled "Term" is deleted in its entirety and replaced as follows:

"1. This Agreement shall be effective from the date first set forth above and will continue so long as any amount remains unpaid hereunder, for an Initial Term beginning on the date first set forth above and expiring at midnight June 30, 2015, (Initial Term) subject to such termination rights as are provided in Section V below.

Beginning at the expiration of the Initial Term, the term of this Agreement may be extended upon the successive appropriation by City Council (Renewal Term) of amounts sufficient to make payments due hereunder during the successive Renewal Term, for up to four Renewal Terms. Each Renewal Term and the scheduled payments hereunder shall correspond with City's Fiscal Period. The amount of fees due, other than prepaid fees, shall be fixed by the parties' annual written agreement added as a renewal addendum hereto, unless either party shall give written notice of non-renewal at least ninety days prior to expiration of the then current Initial or Renewal term, subject to such termination rights as are provided in Section V below. In no event shall this Agreement extend beyond June 30, 2019.

2. The City's Renewal Term and Fiscal Period shall run from July 1 through June 30."

3. Except as otherwise provided herein, the Agreement entered into by City and Society, effective March 1, 2014, remains in full force and effect.

4. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Amendment, and shall be null and void.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, the day and year first above written.

CITY OF FRESNO,
A California municipal corporation

By: _____
Wilma Quan-Schechter
City Manager

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: Tracy N. Parvanian _____
Tracy N. Parvanian Date
Senior Deputy City Attorney
4-26-18

ATTEST:
YVONNE SPENCE, MMC
City Clerk

By: _____
Deputy

CENTRAL CALIFORNIA SOCIETY
FOR THE PREVENTION OF
CRUELTY TO ANIMALS,
a nonprofit corporation

By: John Brethmann

Name: JOHN BRETHMANN

Title: Ed Pres
(If corporation or LLC, Board
Chair, Pres. or Vice Pres.)

By: Barbara Rose

Name: Barbara Rose

Title: Secretary
(If corporation or LLC, CFO,
Treasurer, Secretary, or Assistant
Secretary)