

**THIRD AMENDMENT TO
AGREEMENT**

THIS THIRD AMENDMENT TO AGREEMENT (Amendment) made and entered into effect the ____ day of June 2023, between the City of Fresno, a California municipal corporation (City), and Fresno Humane Animal Services, a California Non-Profit Public Benefit Corporation (Service Provider).

RECITALS

WHEREAS, the City and the Service Provider entered into an agreement on May 12, 2022 (Agreement), to provide all services required by law for animal control, pound master, veterinary, animal sheltering and all related services for the Animal Center (Project); and

WHEREAS, the City and Service Provider entered into an amendment on October 7, 2022, to create a \$300,000 cash account to allow the Service Provider to be paid more quickly; and

WHEREAS, the City and the Service Provider entered into a second amendment on February 24, 2023, to increase the cash account up to \$600,000; and

WHEREAS, the City and Service Provider desire to extend the term of the Agreement to November 30, 2023; and Service Provider's compensation by \$2,321,500.

AGREEMENT

NOW, THEREFORE, the parties agree that the Agreement be amended as follows:

1. Service Provider's compensation shall increase by \$2,321,500, for a total of \$_____, for the performance of services as described in the Agreement
2. 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, shall be null and void.
3. Except as otherwise provided herein, the Agreement entered into by the City and the Service Provider on May 12, 2022, and amended on October 7, 2022, and February 24, 2023, remain in full force and effect.

[Signatures follow on the next page.]

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

Fresno Humane Animal Services,
a California Non-Profit Public Corporation

By: _____
Georgeanne A. White
City Manager

By: _____
Name: _____

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

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

By: _____
Brandon M. Collet Date
Supervising Deputy City Attorney

By: _____
Name: _____

ATTEST:
TODD STERMER, CMC
City Clerk

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

By: _____
Date
Deputy

Addresses:
City:
City of Fresno
Attention: Gregory Barfield, Assistant
City Manager
City Hall
2600 Fresno Street, Room 2097
Fresno, CA 93721-3601
Telephone No: (559) 621-7770
E-mail: gregory.barfield@fresno.gov

Service Provider:
Fresno Humane Animal Services.
Attention: Brenda Mitchell, President
1510 W. Dan Ronquillo Way
Fresno, CA 93706
Telephone No: (559) 600-7387
E-mail: bmitchell@fresnohumane.org