

THIRD AMENDMENT TO AGREEMENT

THIS THIRD AMENDMENT TO AGREEMENT (Third Amendment) made and entered into as of this _____ day of _____, 2019, amends the Agreement entered into 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, City and Society entered into an Agreement, effective March 1, 2014, wherein Society provides City with all animal control, pound master, veterinary and animal sheltering services, facilities and related activities authorized and required by applicable law (Agreement); and

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

WHEREAS, City and Society amended the Agreement to provide for a one-year extension ending on June 30, 2019, and to allow the parties additional time to negotiate terms for a future agreement (Amendment); and

WHEREAS, City and Society amended the Agreement in order to increase Society's funding by \$184,920.58 to cover salary increases and additional costs to address the minimum wage increases effective January 2018 and January 2019, and allow the Society to maintain its current service levels for the one-year extension ending June 30, 2019 (Second Amendment); and

WHEREAS, City and Society desire to amend the Agreement to provide for a one-year extension of the Agreement with an option to administratively extend for one additional year.

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, 2021]"

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 six 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, 2021.

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

3. Exhibit "B" shall be deleted in its entirety and replaced with the revised Exhibit "B" attached hereto.

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

5. In the event of any conflict between the body of this Third Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Third 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 Third Amendment 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 Date 6.6.19
Tracy N. Parvanian
Senior Deputy City Attorney

ATTEST:
YVONNE SPENCE, MMC CRM
City Clerk

By: _____
Deputy

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

By: _____

Name: David C. Miller

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

By: Barbara Roe

Name: Barbara Roe

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

EXHIBIT B – FEE SCHEDULE

1. As compensation for the Augmented Services, the Society shall be paid a fee as approved and appropriated by the City Council for the applicable fiscal year. Said fee shall be payable in equal quarterly installments on or before each July 15, October 15, January 15, and April 15.
2. Each payment hereunder by City shall be contingent upon timely submission to and review and approval by, the City of the Society's monthly service, fiscal, and complaint reports as stipulated in Section IV and Exhibits "C" and "D" to this Agreement.

Quarterly Financial Report

Society for the Prevention of Cruelty to Animals
103 S Hughes Ave
Fresno CA 93706

Fiscal Year:

Quarter:

Period Ending:

<u>REVENUE</u>	<u>\$ TO DATE</u>
City Contract	\$ -
Total Revenue	\$ -

<u>EXPENSES</u>	<u>\$ TO DATE</u>
Payroll & Related	\$ -
Services & Supplies	\$ -
Total Expenses	\$ -