

**SECOND AMENDMENT TO
AGREEMENT**

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered into effect the 7th day of October 2022, 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 desire to modify the Agreement to increase the cash account up to \$600,000.

AGREEMENT

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

1. Section 3, Compensation shall be amended and the following will be added to the first paragraph:

The City will advance Fresno Humane a one-time payment of up to \$600,000 for future reimbursements (Cash Account). Fresno Humane will submit invoices to the City to support monthly 'Actuals' drawdowns and for reimbursements thereof, when the City remits reimbursement for these 'Actuals', the reimbursement will replenish the Cash Account.

Any unspent amounts are to be refunded to the City upon termination of the agreement or may be utilized to offset costs in any subsequent agreements if allowable.

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 Consultant on May 12, 2022, and amended on October 7, 2022, remain in full force and effect.

[Signatures follow on the next page.]

