

FIRST AMENDMENT TO AGREEMENT

THIS FIRST 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 Human 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 the Service Provider desire to modify the Agreement to allow the Fresno Humane to be paid more quickly for the services at the Animal Shelter; and

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 \$300,000 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, remains 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 municipal corporation

Fresno Humane Animal Services
a California Non-Profit Public Corporation

By: _____
Georgeanne A. White
City Manager

By: _____
Name: _____

APPROVED AS TO FORM:
RINA M. GONZALES
Interim 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: _____
Deputy Date

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