

AMENDMENT I TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as Amendment I, is made and entered into this 18th day of June, 2024, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and FRESNO HUMANE ANIMAL SERVICES, a California Non-Profit Public Benefit Corporation, whose address is 2789 S. Orange Avenue, Fresno, CA 93725, hereinafter referred to as "CONTRACTOR" (collectively the "parties").

WITNESSETH:

WHEREAS, on October 22, 2019, the COUNTY and CONTRACTOR entered into Agreement No. 19-562 ("Original Agreement") for shelter-master, shelter and emergency veterinary services for animal from the unincorporated areas of the County, pursuant to Food and Agricultural Code, Sections 31105 and 31106, Penal Code, Section 597f, and Fresno County Ordinance Code, Chapters 9.01 through 9.12; enforcement of dog licensing and animal control, pursuant to Fresno County Ordinance Code, Chapters 9.04 through 9.12 and California State laws pertaining to animal control; and

WHEREAS, the CONTRACTOR moved to the new animal shelter ("Shelter") located at 1510 West Dan Ronquillo Drive, Fresno, California 93706 in April of 2022, which has an increased capacity of 159% from the previous shelter located at 760 W. Nielsen, Fresno, California 93706; and

WHEREAS, Clause 3 "Compensation for Services and Reimbursement of Expenses" of the Original Agreement states a re-evaluation of shelter costs will be conducted one (1) year after the completion of the Shelter, on or around April 2023. The Department of Public Health (DPH) and CONTRACTOR did not have sufficient data at that time to accurately assess the operational costs or expenditure trends; and

WHEREAS, in January 2024, DPH began an operational audit and concluded there is not sufficient funding in the Original Agreement to support the Scope of Work activities.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree to amend the Agreement as follows:

1. That COUNTY Agreement No. A-19-562, Section Two (2) "TERM OF AGREEMENT", at Page Four (4), beginning with Line Two (2) "The" and ending on Page Two (2),

1 Line Twelve (12) after the word “Services” is replaced as follows:

2 “A. The term of this Agreement shall be for a period of six (6) years, commencing on January 1,
3 2020 and including December 31, 2025 unless terminated earlier as set forth in Section IV or written
4 notice of non-renewal is given either by CONTRACTOR or COUNTY’s DPH Director, or designee, not
5 later than one-hundred eighty (180) days prior to the close of the current Agreement term. In no
6 event shall this Agreement extend beyond December 31, 2025, except as provided in the following
7 paragraph.

8 B. Upon expiration or termination of this Agreement, CONTRACTOR shall aide the COUNTY
9 in continuing, uninterruptedly, the requirements of this Agreement, by continuing to perform on a
10 temporary basis, when specifically requested to do so in writing by COUNTY’s authorized
11 representative, for a specified term not to exceed 12 months. Such continuance shall be on the same
12 terms and conditions as provided in this Agreement, except the COUNTY may request part or all of
13 the services to be performed and payment will be limited to the Compensation Schedule for such
14 services.”

15 2. That COUNTY Agreement No. A-19-562, Section Three (3) “COMPENSATION
16 FOR SERVICES AND REIMBURSEMENT OF EXPENSES”, at Page Four (4), beginning with Line
17 Fourteen (14) “In” and ending on Page Four (4), Line Sixteen (16) after the phrase “Exhibit B” is
18 replaced as follows:

19 “A. In consideration of CONTRACTOR’s performance hereunder including services, and subject to
20 the terms and conditions herein, the COUNTY agree to compensate CONTRACTOR according to,
21 and in the manner provided in, the Compensation Schedule, attached hereto as Exhibit B-1.”

22 3. That COUNTY Agreement No. A-19-562, Section Three (3) “COMPENSATION
23 FOR SERVICES AND REIMBURSEMENT OF EXPENSES”, at Page Six (6), beginning with Line
24 Four (4) “For” and ending on Page Six (6), Line Twenty-Seven (27) after the word “month” is replaced
25 as follows:

26 “c. For every 12-month term beginning with January 1, 2023 through December 31, 2025, a cost
27 of living adjustment based on the lesser of 3% or the then current Pacific Region Consumer Price
28 Index (CPI). In addition, CONTRACTOR will receive an increase of \$1,000,000 in 2024 to

1 Compensation Maximum (Table A):

2

Contract Period	Maximum Compensation
3 Jan. 1, 2020 – Dec. 31, 2020	\$1,788,986
4 Jan. 1, 2021 – Dec. 31, 2021	\$1,668,317
5 Jan. 1, 2022 – Dec. 31, 2022	\$1,765,008
6 Jan. 1, 2023 – Dec. 31, 2023	\$1,935,096
7 Jan. 1, 2024 – Dec. 31, 2024	\$2,782,630
8 Jan. 1, 2025 – Dec. 31, 2025	\$1,833,649

9

10 In no event shall services under this Agreement be in excess of Eleven Million, Seven Hundred
11 Seventy-Three Thousand, Six Hundred and Eighty-Six and 00/100 Dollars (\$11,773,686) during the
12 term of this Agreement. It is understood that all expenses incidental to CONTRACTOR's
13 performance of services under this Agreement shall be borne by CONTRACTOR. COUNTY's
14 payments shall be made in advance (except for Emergency Veterinary Services, Contingency Fund,
15 Disaster Plan, and Sheriff's Office expenses) on the tenth (10th) day of each month for the month in
16 which services are provided."

17 4. The parties agree that this Amendment may be executed by electronic signature as
18 provided in this section. An "electronic signature" means any symbol or process intended by an
19 individual signing this Amendment to represent their signature, including but not limited to (1) a digital
20 signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned
21 and transmitted (for example by PDF document) of a handwritten signature. Each electronic signature
22 affixed or attached to this Amendment (III) is deemed equivalent to a valid original handwritten
23 signature of the person signing this Amendment for all purposes, including but not limited to
24 evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect
25 as the valid original handwritten signature of that person. The provisions of this section satisfy the
26 requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act
27 (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital
28 signature represents that it has undertaken and satisfied the requirements of Government Code

1 section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely
2 upon that representation. This Amendment is not conditioned upon the parties conducting the
3 transactions under it by electronic means and either party may sign this Amendment with an original
4 handwritten signature.

5 5. COUNTY and CONTRACTOR agree that this Amendment I is sufficient to amend the
6 Agreement; and upon execution of this Amendment I, the Agreement and Amendment I together shall
7 be considered the Agreement.

8 6. The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
9 covenants, conditions and promises contained in the Agreement, and not amended herein, shall
10 remain in full force and effect. This Amendment I shall be effective June 18, 2024.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment I as of the day
2 and year first hereinabove written.

3 CONTRACTOR
4 FRESNO HUMANE ANIMAL SERVICES

5 Brenda Mitchell

6 Authorized Signature

7
8 Brenda Mitchell / President

9 Print Name and Title

COUNTY OF FRESNO



Nathan Magsig, Chairman of the Board of
Supervisors of the County of Fresno

10 Date: 6-18-2024

11 **ATTEST:**

12 Bernice E. Seidel
13 Clerk of the Board of Supervisors
14 County of Fresno, State of California

15 By: 

16 Deputy

17 FOR ACCOUNTING PURPOSES ONLY:

18 Fund/Subclass: 0001/10000
19 Account/Program: 7295/0
20 Organization: 56204762

FRESNO HUMANE ANIMAL SERVICES
COMPENSATION SCHEDULE

	Jan 1, 2020 -Dec. 31, 2020	Jan 1, 2021 -Dec. 31, 2021	Jan. 1, 2022 -Dec. 31, 2022	Jan. 1, 2023 -Dec. 31, 2023	Jan. 1, 2024 -Dec. 31, 2024	Jan. 1, 2025 -Dec. 31, 2025
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Shelter Operations						
Salaries	\$ 582,088	\$ 599,551	\$ 617,538	\$ 636,064	\$ 655,146	\$ 674,800
Benefits	\$ 128,758	\$ 132,621	\$ 136,600	\$ 140,698	\$ 144,919	\$ 149,267
ACT Space Rental	\$ 30,000	\$ 30,000				
Services & Supplies	\$ 276,593	\$ 284,891	\$ 293,438	\$ 302,241	\$ 661,308	\$ 320,647
Spay/Neuter Program	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 100,000	\$ 50,000
Feral Cat Program	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Vehicle Purchases			\$ 80,000			
Vehicle Costs & Equipment	\$ 11,139	\$ 11,473	\$ 11,817	\$ 12,172	\$ 12,537	\$ 12,913
Other	\$ 15,118	\$ 15,572	\$ 16,039	\$ 16,520	\$ 17,016	\$ 17,526
Total Shelter Operations	\$ 1,123,696	\$ 1,154,108	\$ 1,235,432	\$ 1,187,695	\$ 1,620,926	\$ 1,255,153
Field Services						
Salaries	\$ 270,534	\$ 278,650	\$ 287,010	\$ 295,620	\$ 304,489	\$ 313,624
Standby & Overtime	\$ 16,126	\$ 16,610	\$ 17,108	\$ 17,621	\$ 18,150	\$ 18,695
Benefits	\$ 65,552	\$ 67,519	\$ 69,545	\$ 71,631	\$ 73,780	\$ 75,993
Services & Supplies	\$ 5,941	\$ 6,119	\$ 6,303	\$ 6,492	\$ 56,687	\$ 6,888
Vehicle Purchases	\$ 166,000			\$ 202,000		
Vehicle Costs & Equipment	\$ 35,699	\$ 36,770	\$ 37,873	\$ 39,009	\$ 40,179	\$ 41,384
Other	\$ 2,652	\$ 2,732	\$ 2,814	\$ 2,898	\$ 2,985	\$ 3,075
Total Field Services	\$ 562,504	\$ 408,400	\$ 420,653	\$ 635,271	\$ 496,270	\$ 459,659
Total Shelter and Field Services	\$ 1,686,200	\$ 1,562,508	\$ 1,656,085	\$ 1,822,966	\$ 2,117,196	\$ 1,714,812
Emergency Vet Services*	\$ 47,741	\$ 49,173	\$ 50,648	\$ 52,167	\$ 103,732	\$ 55,344
Contingency Fund**	\$ 53,045	\$ 54,636	\$ 56,275	\$ 57,963	\$ 559,702	\$ 61,493
Service provided to Sheriff's Office	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000
GRAND TOTAL	\$ 1,788,986.00	\$ 1,668,317.00	\$ 1,765,008.00	\$ 1,935,096.00	\$ 2,782,630.00	\$ 1,833,649.00
					\$ 1,000,000.00	\$ -
* Emergency veterinary costs are paid by COUNTY upon approval of invoice remitted by FHAS in accordance with Agreement provisions.						
** Contingency Funds shall provide for sudden or unanticipated expenses required of FHAS by COUNTY. Anticipated expenditures should be approved by County in advance and requests for payment shall be invoiced.						
Compensation for renewal periods years 2 and 3 shall increase at a rate of three percent (3%) from the prior year compensation, less purchases of new vehicles.						
Budget Increase Summary						
	Current Maximum	Amended Maximum	Increase (\$)	Increase (%)		
CY 2024	\$1,782,630	\$2,782,630	\$1,000,000	56%		
CY 2025	\$1,833,649	\$1,833,649	\$0	0%		
Total	\$3,616,279	\$4,616,279	\$1,000,000	28%		

FRESNO HUMANE ANIMAL SERVICES
 COMPENSATION SCHEDULE

Exhibit B-1

Compensation Schedule							
		Monthly Advance	Emergency Vet	Contingency	Vehicle Purchase	Sheriff's Office	Total
12 Monthly Payments	January 2020 - December 2020	126,683					
	TOTAL	1,520,200	47,741	53,045	166,000	2,000	1,788,986
12 Monthly Payments	January 2021 - December 2021	130,209					
	TOTAL	1,562,508	49,173	54,636		2,000	1,668,317
12 Monthly Payments	January 2022 - December 2022	131,340					
	TOTAL	1,576,085	50,648	56,275	80,000	2,000	1,765,008
12 Monthly Payments	January 2023 - December 2023	135,081					
	TOTAL	1,620,966	52,167	57,963	202,000	2,000	1,935,096
6 Monthly Payments	January 2024 - June 2024	138,933					
6 Monthly Payments	July 2024 - December 2024	213,933					
	TOTAL	2,117,196	103,732	559,702		2,000	2,782,630
12 Monthly Payments	January 2025 - December 2025	142,901					
	TOTAL	1,714,812	55,344	61,493		2,000	1,833,649
Total Compensation		10,111,767	358,805	843,114	448,000	12,000	11,773,686