

**FIRST AMENDMENT TO
AGREEMENT BETWEEN
CITY OF VALLEJO
AND
HUMANE SOCIETY OF THE NORTH BAY**

This First Amendment to the Principal Agreement made and entered into on August 6, 2015, hereafter referred to as Agreement, between the Humane Society of the North Bay (HSNB), a tax-exempt non-profit organization, therein referred to as GRANTEE, and the City of Vallejo, a municipal corporation, therein referred to as City, is made and entered into on this 3rd day of March, 2016.

Grantee and City do mutually agree as follows:

1. Amendment to Section B.1: Section B.1 of the Agreement shall be modified to read:

The CITY hereby grants to the GRANTEE an amount not to exceed \$100,000.00, on condition that the Grant Funds be expended for the eligible costs and purposes of the Project as described in Exhibits A and B of this Agreement and pursuant to all other terms and conditions set forth herein. The Project Scope includes deliverables and estimated costs for each deliverable. The GRANTEE is contractually bound to complete each deliverable listed in the Project Scope.

2. Revised Term of the Agreement. The Agreement term is currently scheduled to expire on February 29, 2016. As of the date of this First Amendment, the term of the Agreement is extended to and shall expire on December 31, 2016.

3. Integration. This First Amendment contains the entire agreement between the parties with respect to its subject matter and supersedes whatever oral or written understanding they may have had prior to the execution of this First Amendment. This First Amendment shall not be amended or modified except by a written agreement executed by each of the parties. Except as specifically revised herein, all terms and conditions of the Agreement, and all prior amendments, if any, shall remain in full force and effect, and Grantee shall perform all duties, obligations and conditions required under the Agreement.

4. Inconsistencies. In the event of any conflict or inconsistency between the provisions of this First Amendment and the Agreement, and any prior amendment, if any, the provisions of this First Amendment shall control in all respects.

5. Ambiguities. The parties have each carefully reviewed this First Amendment and have agreed to each term of this First Amendment. No ambiguity shall be presumed to be construed against either party.


6. Counterparts. This First Amendment may be executed by the parties in one or more counterparts all of which collectively shall constitute one document and agreement.

13. Authority. The person signing this First Amendment for Grantee hereby represents and warrants that he or she is fully authorized to sign this First Amendment on behalf of Grantee.

(SIGNATURES ARE ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have entered into this First Amendment on the day and year first hereinabove appearing.

HUMANE SOCIETY OF THE NORTH BAY,
A tax exempt organization


BY: 
Stephanie Gomes
Board President

CITY OF VALLEJO,
a municipal corporation

BY: 
Daniel E. Keen
City Manager


DATE: 3-7-16

DATE: 3/3/16


ATTEST: 
Dawn G. Abrahamson
City Clerk

(City Seal)

APPROVED AS TO CONTENT:


Will Morat
Administrative Analyst II

APPROVED AS TO FORM AND INSURANCE


Donna Mooney
Chief Assistant City Attorney