

AMENDMENT NO. 1 TO FORM OF CONTRACT

Contractor: Lifeline Animal Project, Inc.

Contract No. 23RFP052223C-MH, Animal Services

Address: 3180 Presidential Drive
City, State Atlanta, GA 30340

Telephone: (404) 272-2305

E-mail: rguinn@lifelineanimal.org

Contact: Rebecca Guinn
President

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Lifeline Animal Project, Inc. to provide animal services dated January 1, 2024, on behalf of the Department of Emergency Management Services, Division of Animal Services; and

WHEREAS, the County wishes to amend the existing contract to modify the scope of work; to clarify the role of the Animal Services Contract Administrator; and, to adjust compensation based on the revised scope of work; and

WHEREAS, the Contractor has performed satisfactorily over the period of the contract; and

WHEREAS, this amendment was approved by the Fulton County Board of Commissioners on [Insert Board of Commissioners approval date and item number].

NOW, THEREFORE, the County and the Contractor agree as follows:

This Amendment No. 1 to Form of Contract is effective as of the ____ day of _____, 2025, between the County and Lifeline Animal Project, Inc., who agree that all Services specified will be performed in accordance with this Amendment No. 1 to Form of Contract and the Contract Documents effective as of January 1, 2026.

1. **MODIFICATIONS TO THE AGREEMENT:** Listed below are the modifications to the existing Agreement:

I. Exhibit C, Scope of Work, shall be modified as follows:

a. Sec. 1. Enforcement & Service Response (pp. 28-30), the Contractor shall only be

responsible for the Care of Animals and the operation of the Animal Services Center, Veterinary Clinic, Center Staff (Non-Enforcement) to provide for animal care, disposition, animal licensing and customer service.

- b. The County will be responsible for Enforcement and Service Response, Enforcement Staff Field and Dispatch Personnel.
- c. The Contractor will report directly to the Animal Services Contract Administrator, who shall serve as the County's primary point of contact for the administration of the contract and responsible for the day-to-day operations.

II. Exhibit C, Scope of Work, shall be modified to add the following requirements:

- a. Lifeline will only accept animals owned or found within Fulton County.
- b. Lifeline will adhere to mutually accepted shelter capacity indicators.
- c. Lifeline will ensure all animals are spayed or neutered upon completion of the adoption process, except in cases where a veterinarian has determined that the spay or neuter procedure should be delayed or should not be performed for medical reasons. (This requirement is already within the existing Scope of Work.)
- d. Lifeline will promptly respond to facility-related requests from the Contract Administrator within 24 hours for at least 90% of all such requests. Additionally, Contractor will provide immediate responses to any requests that involve life safety issues.
- e. Lifeline will ensure the prevention of outbreaks for diseases in compliance with regulations promulgated by the Georgia Department of Agriculture.
- f. For facility repairs, Lifeline will promptly submit work orders through the system designated by the County. The Contract Administrator will ensure Lifeline's staff receive training on the County's work order system.
- g. Lifeline will hold at least 6 adoption events (one in each of the Commissioner Districts 1-6) each year, to be determined, coordinated, and scheduled by the External Affairs Department or Commissioner's staff, with Lifeline's expenditures not to exceed \$2,500 per event.
- h. Lifeline will ensure that staff and volunteers will walk animals only in outdoor areas designated by the Contract Administrator. Because the animal intake entrance is not adjacent to the facility's main parking lot, Lifeline will ensure that the walkway and grounds between the main parking lot and intake entrance are cleaned regularly during business hours.
- i. Reporting of bites staff/public, to be determined.

III. Scope of Work, Sec. 9. Performance Standards (p. 34), shall be modified to include key performance metrics (KPI) for each performance measure to determine whether

business process benchmarks are being met as follows:

- a. Lifeline will maintain at least 90% of shelter services staffing levels, if levels go below targeted level, County has the right to review and discuss, 90 days.
 - b. Lifeline will promptly respond to facility-related requests from the Contract Administrator within 24 hours for at least 90% of all such requests. Additionally, Contractor will provide immediate responses to any requests that involve life safety issues.
 - c. Lifeline will maintain a save rate of 85% minimum on average. Save rate is calculated as (Total Intake - DOA - Non-Live Outcomes) / (Total Intake - DOA). "Non-Live Outcomes" include animals that have been euthanized, died in care, or lost in care.
 - d. Lifeline will ensure that 100% of all staff are adequately trained on protocol and procedures within 90 days of starting.
 - e. If there is any facility damage from misuse by staff/volunteers, repair costs will be withheld from the next month's payment once the facility maintenance vendor submits a proposal for the repairs. Lifeline should notify the Contract Administrator of such damage within 48 hours, at least 95% of the time.
 - f. Lifeline will ensure that data entered into systems for reporting is accurate at least 90% of the time to ensure information and reporting is correct. Each month's shelter data will be finalized by the end of the fifth business day of the following month.
- IV. Scope of Work, Sec. 11. Facility, Furnishings, Capital Equipment & Supplies, "Operating Supplies," (p. 36), 10th bullet point "ASO(s) equipment (e.g. bags, first aid kits, flashlights)" is removed.
- V. Scope of Work, Sec. 12. Vehicles (p. 37) shall be modified to be determined.
- VI. Scope of Work, Sec. 13. Radio Equipment (p. 37) shall be modified to be determined.
- VII. Scope of Work, Sec 14. Personnel, Minimum Staffing, shall be modified to remove Enforcement Staff Field and Dispatch Personnel for a total of 30 positions identified on Table 1: Enforcement Staff & Dispatch Personnel.
- VIII. Sec. 14. Personnel, "Minimum Staffing, shall be modified to remove" Table 1: Enforcement Staff Field and Dispatch Personnel (p. 38).
- IX. Sec. 14. Personnel, "Training," shall be modified to remove paragraphs 5 & 6 pertaining to NACA training (p. 45).

- X. Sec. 16. Records & Reports, "Year-to-Date Records", (p. 47.) shall be modified to remove numbered items 1, 2, 3, 4, 5, 6, 7, 15, 18, 19, and 23.
- XI. Sec. 16. Records & Reports, "Quarterly Monthly Reports," (pp. 47-48) shall be modified to remove numbered items 1, 2, 3, 4, 5, 6, 7, 8, 9, 14, and 19.
- XII. Sec. 16. Records & Reports, "Policy and Procedures," (p. 49), shall be modified to remove the second bullet point pertaining to Field Services.

XIII. Article 10, Compensation, of the Contract Agreement, shall be modified as follows:

If renewed by the Board of Commissioners, the compensation for subsequent years contract amount includes cost adjustment increases per year for Animal Center and Veterinary Clinic services and the cost per year are not to exceed the annual costs listed below:

Option Year	Start Date	End Date	Amount Not to Exceed
1	January 1, 2026	December 31, 2026	\$7,440,000.00
2	January 1, 2027	December 31, 2027	\$7,663,200.00
3	January 1, 2028	December 31, 2028	\$7,893,096.00
4	January 1, 2029	December 31, 2029	\$8,129,888.80

Lifeline will continue to receive at least a 3% increase in its compensation each year for 2027, 2028 and 2029, pending annual renewal by the Fulton County Board of Commissioners.

- 2. **COMPENSATION:** The services described under Scope of Work herein shall be performed by Contractor as detailed in Section XIII of this amendment.
- 3. **LIABILITY OF COUNTY:** This Amendment No. 1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the Chair to the Commission, attested to by the Clerk to the Commission and delivered to Contractor.
- 4. **EFFECT OF AMENDMENT NO. 1 TO FORM OF CONTRACT:** Except as modified by this Amendment No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

CONTRACTOR:

LIFELINE ANIMAL PROJECT, INC.

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Rebecca Guinn
CEO

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

Joseph Barasoain, Director
Emergency Management & Homeland
Security Agency

ITEM#: _____ RM: _____ REGULAR MEETING	ITEM#: _____ 2 ND RM: _____ SECOND REGULAR MEETING
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