

FIRST AMENDMENT TO SERVICE AGREEMENT

THIS FIRST AMENDMENT TO SERVICE AGREEMENT (First Amendment) effective on _____, amends the Service Agreement (Agreement) between the CITY OF FRESNO (City), and Animal Balance, a California Public Benefit Nonprofit Corporation (Service Provider). City and Service Provider are collectively referred to as Parties.

RECITALS

- A. Whereas, the City and Service Provider entered into a Service Agreement, dated January 26, 2026 (Agreement), to provide cat and dog sterilization services for the UC Davis Spay & Neuter grant and General Fund at the Fresno Animal Center; and
- B. Whereas, the initial term of the Agreement is effective through June 30, 2026, for a total fee amount not to exceed \$84,000; and
- C. Whereas, the Parties desire to extend the term of the Agreement to July 12, 2026; and
- D. Whereas, the Parties desire to increase fee amount by \$42,000 for a total fee amount not to exceed \$126,000.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the Parties agree that the Agreement shall be amended as follows:

- 1. The term of the Agreement referenced in Section 2, "Term of Agreement and Time for Performance," shall be extended to July 12, 2026.
- 2. The fee of the Agreement referenced in Section 3(a), "Compensation," of \$84,000 shall be increased by \$42,000, for the total fee not to exceed \$126,000.
- 3. In the event of any conflict between the body of this First Amendment and any Exhibit or Agreement hereto, the terms and conditions of the body of this First 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 First Amendment, shall be null and void.
- 4. Except as otherwise provided herein, the Agreement entered into by the City and the Service Provider on January 26, 2026, remains in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Amendment at Fresno, California, the day, and year first above written.

CITY OF FRESNO,
A California municipal corporation

ANIMAL BALANCE,
a California Public Benefit non-profit corporation

By: _____
Georgeanne A. White Date
City Manager Office of Mayor
and City Manager

Signed by:
By: Emma Clifford 3/2/2026
8BE4DF1A908942E...
Name: Emma Clifford

Title: Founder & Director
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Signed by:
By: Daniel E. Casas 3/2/2026
8CA022C02A66409...
Daniel E. Casas Date
Senior Deputy City Attorney

Signed by:
By: Annie Kluetmeier 3/2/2026
84D0F27F42BE4E3...
Name: Annie Kluetmeier

Title: Board Member
(If corporation or LLC., CFO.,
Treasurer, Secretary or Assistant
Secretary)

ATTEST:
Amy K. Aller,
Interim City Clerk

By: _____
Deputy Date

Addresses:

CITY:
City of Fresno
Attention: Alma Torres,
Director
5277 E. Airways Blvd
Fresno, CA 93727
Phone: (559) 621-7323
E-mail: alma.torres@fresno.gov

SERVICE PROVIDER:
Animal Balance
Attention: Emma Clifford,
Chief Executive Officer
PO Box 66406
Portland, OR 97290
Phone: (541) 306-8955
E-mail: clifford@animalbalance.org