

FIRST AMENDMENT TO SERVICE AGREEMENT

THIS FIRST AMENDMENT TO SERVICE AGREEMENT (Amendment) made and entered into as of this ____ day of _____ 2024, 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 December 14, 2023 (Agreement), to provide cat and dog sterilization services for the UC Davis Spay & Neuter grant at the Fresno Animal Center; and
- B. Whereas, the initial term of the Agreement is effective through June 30, 2024, for a total fee amount not to exceed \$182,200; and
- C. Whereas, the Parties desire to extend the term of the Agreement to October 31, 2024; and
- D. Whereas, the Parties desire to increase fee amount by \$160,000, for a total fee amount not to exceed \$342,200.

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 October 31, 2024.
- 2. The fee of the Agreement referenced in Section 3(a), "Compensation," of \$182,200 shall be increased by \$160,000, for the total fee not to exceed \$342,200.
- 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 December 14, 2023, 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 non-profit corporation

By: _____
Georgeanne A. White Date
City Manager

By: _____

Name: Emma Clifford

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

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: _____

By: _____
Angela M. Karst Date
Senior Deputy City Attorney

Name: Joanna Schmit

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

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy Date

Addresses:

CITY:
City of Fresno
Attention: Alma Torres, Deputy City
Manager
2600 Fresno Street, Room 2075
Fresno, CA 93721
Phone: (559) 621-7797
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