

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to the Agreement, entered into this ____ day of _____, 2025, by and between the CITY OF ALAMEDA, a municipal corporation ("the City") and FRIENDS OF THE ALAMEDA ANIMAL SHELTER, a California non-profit public benefit corporation, whose address is 1590 Fortmann Way, Alameda, CA 94501, ("Provider"), is made with reference to the following:

RECITALS:

A. On July 1, 2021, an agreement was entered into by and between the City and Provider (hereinafter "Agreement") in an amount not to exceed \$11,574,639, for operations of the Alameda Animal Shelter.

B. On June 20, 2024, the Agreement was first amended ("First Amendment") with additional compensation not to exceed \$186,000 for services performed during the period between July 2023 and June 30, 2024, and with a total aggregate compensation not to exceed \$11,760,639.

C. Whereas, the City Council authorized the City Manager to execute this First Amendment on June 3, 2024.

D. The City and Provider desire to modify the Agreement and First Amendment on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. Paragraph 3, COMPENSATION TO PROVIDER, is modified to read as follows:

Provider shall be compensated for the services performed in accordance with the Agreement and First Amendment. Additionally, Provider shall be compensated for services performed during the period between July 1, 2024 and June 30, 2025. Additional compensation for services performed pursuant to the Second Amendment shall not exceed \$267,692. Total Compensation for this Agreement, as amended, shall not exceed \$12,028,331.

4. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

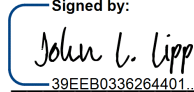
Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

FRIENDS OF THE ALAMEDA
ANIMAL SHELTER
A California non-profit public benefit
corporation

CITY OF ALAMEDA
A Municipal Corporation

Signed by:


39FEB0336264401...

John L. Lipp
Chief Executive Officer

Jennifer Ott
City Manager

RECOMMENDED FOR APPROVAL:

Signed by:


283C0216B479461...

Sarah Henry
Communications & Legislative Affairs Officer

APPROVED AS TO FORM:
City Attorney

Signed by:


B07A4C0B42C24DE...

Michael H. Roush
Special Counsel



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/07/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fidelity Insurance Service a member of United Valley 801 Allston Way Berkeley CA 94710		CONTACT NAME: Aliyyah Harvey PHONE (A/C, No, Ext): (510) 548-8200 FAX (A/C, No): (510) 548-6145 E-MAIL ADDRESS: aharvey@fidelityinsuranceservice.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Arch Insurance Company	
		INSURER B: Greenwich Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL248723109

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		MKPK09589403	08/20/2024	08/20/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MKPK09589403	08/20/2024	08/20/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			MKUM09779403	08/20/2024	08/20/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Commercial Property			2765878	01/01/2025	01/01/2026	Building \$ 1,810,000 Deductible \$ 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Alameda, its council, boards, commissions, officials, employees, and volunteers are additional insured on a primary and non-contributory basis in regards to the operations of the insured when required by written contract. A 10-day notice of cancellation will be provided in the event of change or reduction in coverage.

Initial
 Le 5/21/2025

CERTIFICATE HOLDER

CANCELLATION

Risk Management Dept. City of Alameda, Attorney's Office
 2263 Santa Clara Ave

Alameda

CA 94501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Signature: E-ANL

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CERTIFICATE HOLDER**CANCELLATION**

City of Alameda 2263 Santa Clara Ave Alameda CA 94501	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;">E-ANL</p>
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