

THIRD AMENDMENT TO AGREEMENT

This Third Amendment of the Agreement, entered into this _____ day of _____, 2026, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "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, (hereinafter "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 original agreement was amended by and between the City and Provider (hereinafter "First Amendment") with additional compensation not to exceed \$186,000 for services rendered during the added contractual term between July 2023 - June 30, 2024, and with a total aggregate compensation not to exceed \$11,760,639.

C. On June 3, 2025, the original agreement was amended by and between the City and Provider (hereinafter "Second Amendment") with additional compensation not to exceed \$267,692 for services rendered during the added contractual term between July 1, 2024 – June 30, 2025, and with a total aggregate compensation not to exceed \$12,028,331.

D. Whereas, the City Council authorized the City Manager to execute this Amendment to Agreement on _____.

E. The City and Provider desire to modify the Agreement for Fiscal Year 2025-26 due to increasing need for services and an increase in the cost of living and doing business, and costs for core state-mandated animal care services.

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

a. Provider shall be compensated for the services performed in accordance with the original agreement and the First Amendment and the Second Amendment, consistent with the terms of those agreements. Additionally, Provider shall be compensated for this Third Amendment, covering services performed during the period between July 1, 2025 - June 30, 2026. Compensation for services performed pursuant to this Third Amendment shall not exceed \$175,000. Total Compensation for this Agreement shall not exceed \$12,203,331.

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:
By: Adrien Abuyen
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Adrien Abuyen
Chief Executive Officer

By: _____
Adam Politzer
Interim City Manager

Signed by:
By: Heather Lee
03CFBD6491DD407...
Heather Lee
Vice President, Board of Directors

RECOMMENDED FOR APPROVAL:

Signed by:
By: Ross McCarthy
3E43474819A2431...
Ross McCarthy
Finance Director

APPROVED AS TO FORM:
City Attorney

Signed by:
By: Michael Roush
7CE53AF1DAA84DE...
Michael H. Roush
Special Council

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
City of Alameda, and its members, officers, directors, agents, volunteers, employees and officials.
2263 Santa Clara Avenue, Alameda, 94501

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

- 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.