

**FIRST AMENDMENT OF LEASE AGREEMENT
FOR PAUL JOLLY CENTER FOR PET ADOPTIONS**

This First Amendment of the Lease Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation (“City”) acting by and through its City Manager or designee, pursuant to Ordinance No. 2019-10-03-0807 passed and approved on October 3, 2019, and Animal Defense League, by and through its Executive Director (“Tenant”), is as follows:

WHEREAS, in October 2013, the City opened the Paul Jolly Center for Pet Adoptions/Petco Pavilion (“PJAC”) located at 210 Tuleta Drive San Antonio, Texas 78212 in the Brackenridge Park to make available to the public an additional location for pet adoptions; and

WHEREAS, through Ordinance No. 2019-10-03-0807, passed and approved on October 3, 2019, City Council authorized the execution of a Lease Agreement with Tenant related to the provision of the PJAC for the operation of a pet adoption center; and

WHEREAS, in accordance with Section 4. Term, Renewal the Parties executed the First Renewal of the Agreement with a three-year term from November 1, 2022, to October 31, 2025; and

WHEREAS, in accordance with Section 26.8. Modification, the Parties would like to amend the Agreement to add the ability to renew the Agreement for an additional three-year term and to require contractor badges for staff members when accessing ACS facilities; **NOW THEREFORE:**

I. Amendment

The Parties agree to amend Section 4.2 of the Agreement as follows:

4.2 The Initial Term shall automatically extend for two (2) years conditional upon Tenant meeting performance requirements described in Section 5.1 hereunder. Additionally, the Parties shall have the option to renew this Lease for two additional three (3) year terms if performance requirements are met. The City Manager or designee, or the Director of the City of San Antonio's Animal Care Services Department shall have the authority to execute a renewal of this Lease on behalf of the City without further City Council action, conditional upon Tenant meeting same performance requirements and subject to appropriation of funds. Any renewal of this Lease shall be in writing and signed by both Parties.

The Parties agree to amend Section 5.13 of the Agreement as follows:

5.1.3 *Transfer of Animals.* Tenant shall rescue animals and transfer stray animals from ACS for adoption or owner reclaim. All animals housed on the Premises shall come solely from ACS.

a. Tenant shall cooperate with Landlord in evaluating the feasibility of implementing transfer procedures to allow ACS to drop off animals at the Premises or any other facility managed by Tenant. If found to be beneficial, both Landlord and Tenant may implement

said transfer procedures upon mutual agreement without further action by the San Antonio City Council action.

b. Tenant shall require staff to use the provided City of San Antonio contractor badges to gain access to Landlord's ACS facilities. Tenant shall also require staff to wear the badges during the entirety of each visit to Landlord's ACS facilities. Tenant must notify Landlord immediately if any staff member in possession of a contractor badge terminates their employment with Tenant. Tenant should attempt to retrieve all former employee badges and return them to Landlord. Tenant shall notify Landlord immediately upon their awareness of the loss of any of the assigned badges. Tenant will receive a free replacement badge for an employee or staff member after the loss of their first badge, but Tenant shall be charged a \$25.00 fee by Landlord for each subsequent replacement badge requested. Landlord will replace non-functioning badges at no cost to the Tenant.

II.

All other terms, conditions, covenants and provisions of the Lease Agreement approved through Ordinance No. 2019-10-03-0807, are hereby renewed and extended, save and except those terms which the Parties have amended.

IN WITNESS OF WHICH this Lease Agreement has been executed on this _____ day of _____ 2025.

CITY OF SAN ANTONIO

**ANIMAL DEFENSE LEAGUE OF
TEXAS**

By: _____
Jon Gary
Director
Animal Care Services

By: _____
Alex Padgett
Interim CEO
Animal Defense League

APPROVED AS TO FORM:

Assistant City Attorney