

SECOND AMENDMENT OF HIGH VOLUME PET PARTNERSHIP AGREEMENT

This Second Amendment of the High-Volume Pet Partnership 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, and San Antonio Pets Alive! (SAPA!), (Contractor), collectively referred to as the “Parties” and individually as a “Party”, is as follows:

WHEREAS, the City’s Animal Care Services Department (ACS) executed an agreement with SAPA! to outline the collaboration of the Parties regarding the rescue of stray animals held at the ACS Campus; and

WHEREAS, Ordinance No. 2020-09-10-0612, authorized an agreement in an amount up to \$330,750 for SAPA! to rescue a maximum of 4,410 qualifying animals from ACS for a one-year term commencing October 1, 2020, and terminating on September 30, 2021, with the option to renew for up to three successive one-year periods (Agreement); and

WHEREAS, in accordance with Article II. Term of the Agreement, the Parties executed the First Renewal of the Agreement with a one-year term commencing October 1, 2021 and terminating September 30, 2022; and

WHEREAS, in accordance with Article II. Term of the Agreement, the Parties executed the Second Renewal and Amendment of the Agreement with a one-year term commencing October 1, 2022 and terminating September 30, 2023; and

WHEREAS, in accordance with Article II. Term of the Agreement, the Parties executed the Third Renewal and Amendment of the Agreement with a one-year term commencing October 1, 2023 and terminating September 30, 2024; and

WHEREAS, the Parties wish to add two additional renewal terms to the agreement and increase the total compensation of the agreement; **NOW THEREFORE:**

I. Amendment

Article 2 of the Agreement shall read as follows:

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, this Agreement shall commence on October 1, 2020 and terminate on September 30, 2021.

2.2 This Agreement may be renewed by City for five successive one-year periods on the same terms and conditions. Renewals shall be in writing and signed by the Director of ACS without further action by the San Antonio City Council.

Section 4.1 of the Agreement shall read as follows:

4.1 In consideration of SAPA!'s satisfactory and efficient performance, as determined solely by Director, of all services and activities set forth in this Agreement, the City agrees to pay SAPA! an amount of total compensation as following:

4.1.1 For the renewal term of October 1, 2023, to September 30, 2024, the City agrees to pay an amount not to exceed Three Hundred Ninety-Three Thousand Dollars and Zero Cents (\$393,000.00), in total compensation.

- a. RATE: City will pay SAPA! at a rate of \$175.00 per Qualifying Animal for a maximum of 4,000 Qualifying Animals.

4.1.2 For the additional renewal terms of October 1, 2024, to September 30, 2025, and October 1, 2025 to September 30, 2026, the City agrees to pay an annual amount not to exceed Seven Hundred Thousand Dollars and Zero Cents (\$700,000.00), in total compensation.

- a. RATE: City will pay SAPA! at a rate of \$175.00 per Qualifying Animal for a maximum of 4,000 Qualifying Animals.

II.

All other terms, conditions, covenants and provisions of the Agreement approved through Ordinance No. 2020-09-10-0612, are hereby in effect, renewed and extended, save and except those terms which the Parties have amended.

IN WITNESS OF WHICH this Agreement has been executed on this _____ day of _____ 2024.

CITY OF SAN ANTONIO

CONTRACTOR

By: _____
Michael Shannon, Interim Director
Animal Care Services Department

By: _____
Rebecca Mayberry, Executive Director
San Antonio Pets Alive!

APPROVED AS TO FORM:

City Attorney