

**FIRST AMENDMENT
OF BRACKENRIDGE LEASE AGREEMENT**

This First Amendment of the Brackenridge Lease Agreement for spay and neuter services is entered into by and between the City of San Antonio (“City”), acting by and through the Director of the San Antonio Animal Care Services Department or designee, and Spay Neuter Network, Inc., a Texas non-profit corporation, (“Tenant”), acting by and through its Executive Officer, Jordan Craig, and is as follows:

WHEREAS, through Ordinance No. 2022-11-10-0876, passed and approved on November 10, 2022, City Council authorized the execution of a Lease Agreement (“Lease”) with Contractor for the provision of low-cost spay and neuter services; and

WHEREAS, the Lease, provided for an initial term of December 15, 2022 through September 30, 2025 with the option to renew for an additional two one-year terms; and

WHEREAS, the City wishes to amend the Lease to expand increase funding to provide for additional low-cost spay and neuter surgeries for residents; and

WHEREAS, the parties wish to amend Section 5 and 9 of this Lease to increase funding for operational costs and include additional spay and neuter services; **NOW THEREFORE:**

I. Amendment

Section 5.01 of the Agreement is hereby amended to remove subsection (d) and to read as follows:

5.01. Premises Operation.

(a) Tenant shall use the Premises for the purposes of operating an animal spay/neuter clinic for the provision of free or low-cost sterilization and animal vaccinations to the community and other uses as may be agreed to by Tenant and Landlord.

(b) Tenant shall have the right to operate the Clinic in the Building known as the Petco Spay and Neuter Facility. Tenant shall have the right to operate the Clinic in the manner it deems best, so long as its operation is compliant with all applicable laws, codes, and ordinances. Tenant shall develop and implement policies that ensure quality and consistent operational standards. Tenant shall pay all costs, including but not limited to, all expenses associated with the staffing, maintenance as required under this Agreement, operations, materials, supplies, custodial, commodities, and other operational costs specific to its operations of the Clinic.

(c) Tenant shall manage and operate the Clinic for the provision of free or low-cost veterinarian services to San Antonio residents. Services are to include, but not limited to, animal vaccinations such as rabies and DHPP/FVRCP, microchipping services, flea/parasite treatments, and sterilization surgeries. Tenant shall provide a minimum of 4,875 sterilization surgeries to animals during the first year of the contract, ending September 20, 2023. Thereafter, Tenant shall provide a minimum of 6,500 sterilization surgeries to animals during year two and three of this Agreement. "Animals" includes both dogs and cats. Tenant shall verify that residents receiving services under this Lease have a San Antonio address.

(d) Reserved.

(e) Tenant may coordinate with the Tenant of the Paul Jolly Center for Animal Adoptions (Adoption Center) for Tenant to sterilize animals from the Adoption Center. Animals from the Adoption Center that are sterilized by Tenant at the Clinic may be included by the Tenant, in Tenant's sterilization surgery requirement under Section 5.01. Tenant agrees and understands all fees incurred by Tenant to sterilize animals from the Adoption Center, if any, will not be the responsibility of the Landlord.

(f) Tenant shall ensure the provision of all veterinary medical care at the Premises as needed for the sterilization surgeries to include post-operative care, medications and follow up care due to surgical complications. Tenant shall provide humane housing and proper care of all animals to include, but not limited to, providing food, water, shelter, for so long as such animals remain under Tenant's care and control. Tenant shall take sole responsibility for the care of all animals authorized by Tenant to be housed on the Premises. Tenant shall maintain a 1 percent or less mortality rate for all animals sterilized by Tenant. If Tenant's mortality rate for all animals sterilized by Tenant exceeds 1 percent or less, before Landlord is allowed any remedies under this Lease, Landlord shall request a meeting with Tenant to discuss and reach agreements on the standard. Tenant shall provide, at the request of the Landlord, animal shelter standards being applied at the Clinic. Landlord can require reasonable alterations to shelter standards required by law and consistent with the ACS 151 location if deemed reasonably necessary. Landlord will not interfere with the day-to-day operations of the facility, except in the course of its generally applicable regulatory authority.

(g) Hours of operation of the Clinic shall be agreed upon by both Parties. Changes in normal hours of operation shall be submitted to Landlord and subject to approval by Landlord. Tenant may place its logo on the front door of the Petco Spay and Neuter Facility and at other locations in a

manner and location agreeable to the Landlord and Petco Animal Supplies Stores, Inc.

(h) Tenant shall submit any media plans and news releases that reference the Premises, the Landlord, or any of Landlord's existing programs to the Landlord which are subject to Landlords' reasonable approval prior to release or implementation by Tenant.

(i) Tenant acts in the capacity of manager and tenant of the Premises and nothing contained in this Lease shall be construed by anyone as creating the relationship of principal and agent, partners, joint venture or any other such relationship, and all of the services to the public provided by Tenant are provided on behalf of Tenant and not for or on behalf of Landlord. Neither party to this Lease has the authority to bind the other party or to hold out to third parties that it has the authority to bind the other.

Section 9 of the Agreement is hereby amended to read as follows:

9. Landlord's Affirmative Promises

Landlord promises that it will:

9.01. Lease to Tenant the Premises for the entire Term and any renewals or extensions thereof beginning on the Occupancy Commencement Date and ending on the Termination Date.

9.02. Obey all applicable laws with respect to Landlord's ownership of the Building.

9.03 Provide Tenant with a checklist of items the City expects to repair or replace within a reasonable timeframe and items the City considers to be regular wear and tear.

9.04. Repair, replace, and maintain the: 1) foundation; 2) roof; 3) structural soundness of the exterior walls, doors, corridors, and windows; 4) concealed electrical wiring; 5) collapsed plumbing lines; 6) HVAC systems, and 7) all Common Areas outside the Premises. Tenant shall provide notice of any such repairs, replacements, and/or maintenance in writing to Landlord.

9.05. Provide for maintenance of the HVAC systems on the Premises to include regular maintenance in accordance with the City's Building and Equipment Services Department schedule.

9.06. Allow Tenant the nonexclusive use of the Common Areas subject to any reasonable rules and regulations that Landlord may prescribe.

9.07. Provide \$70,000.00 at the beginning of the Initial Term of the Lease to be used for capital equipment such as computers, software, cameras, and other such

items required for operations. Funds may be used only for the purchase and installation of equipment that should be capitalized for federal income-tax purposes. All expenditures must be approved by the Landlord in advance. At the termination of this Lease, whether by expiration or otherwise, Tenant must deliver to Landlord all capital items purchased with Landlord funds.

9.08. Provide \$50,000.00 annually, provided renewals are signed and executed, to be used for operational support such as staffing, medical supplies, utilities, and other such items required to ensure clinic rates remain low-cost. Tenant shall invoice City within 60 days of new Term Year and will receive entire sum from Landlord within 30 days. In the event that the Lease is terminated before the Initial Term or Renewal Term terminates, Tenant shall be required to return any unused portion of the annual sum for the current Term Year.

9.09. Provide up to \$37,000 annually to reimburse Subtenant for up to 300 surgeries, vaccines, and microchips provided to San Antonio pet owners free of charge. Reimbursements will be made in the following amounts:

Service Type	Rate
Male Cat	\$86 per surgery
Female Cat	\$97 per surgery
Male Dog (<40 lbs)	\$112 per surgery
Male Dog (>40 lbs)	\$131 per surgery
Female Dog (<40 lbs)	\$128 per surgery
Female Dog (>40 lbs)	\$147 per surgery
Microchip	\$10 per microchip
Rabies Vaccine	\$8 per vaccine
DHPP Vaccine	\$8 per vaccine
FVRCP Vaccine	\$8 per vaccine

9.10. Inspect the Premises quarterly during normal business hours with at least 24 hours' advance written notice for contract compliance to include maintenance of equipment, sanitation, and the City facilities responsibilities.

II.

All other terms, conditions, covenants and provisions of the Agreement approved through Ordinance No.2022-11-10-0876, are hereby in effect, renewed and extended, save and except those terms which the Parties have amended.

EXECUTED and **AGREED** to as of the dates indicated below.

CITY OF SAN ANTONIO

TENANT

Shannon Sims, Director
Animal Care Services Department

Date: _____

Jordan Craig, Executive Director
Spay Neuter Network, Inc.

Date: _____

APPROVED AS TO FORM

City Attorney