

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I. PARTIES

A. Address

THIS FIRST AMENDED AGREEMENT FOR PROFESSIONAL SPAY, NEUTERING AND HEALTHY PET SERVICES (“First Amended Agreement”) is made on the Countersignature Date between the CITY OF HOUSTON, TEXAS (“City”), a home rule city of the State of Texas and EMANCIPET, INC. (“Contractor”), a 501 (c) (3) non-profit Texas corporation.

RECITALS

1. City and Contractor entered into an Agreement for Professional Spay, Neutering and Healthy Pet Services (“Original Agreement”), Contract Number 4600013160 with a Countersignature Date of March 18, 2015.
2. Contractor’s Clinic for Professional Spay, Neutering and Healthy Pet Services began operation on June 1, 2015.
3. To meet the City’s goal of reducing the number of stray and unwanted dogs and cats Contractor does not turn away a pet owner who cannot pay the fees authorized in Exhibit “A” to the original agreement.
4. City and Contractor desire to amend **Section II. DUTIES OF CONTRACTOR A. Scope of Services, Section III. DUTIES OF THE CITY A. Payment Terms, Section IV. TERM AND TERMINATION C. By the City for Default by the Contractor and Section IV, MISCELLANEOUS.**

5. The City acknowledges that the value of the services provided pursuant to this First Amended Agreement is equivalent to the services provided by Contractor in the Original Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, agreements and benefits contained in the Original Agreement and this First Amended Agreement, the City and Contractor agree as follows:

II. AMENDMENTS

- A. Section II. DUTIES OF CONTRACTOR A. Scope of Services** is hereby deleted in its entirety and substituted in its place is the following:

- A. Scope of Services**

The Clinic shall be located at the Ripley House and be fully operational on or before June 1, 2015. Contractor shall provide the following Services set forth in Exhibit "A" for twelve months beginning June 1, 2015. If Services commence on a day of the month other than the first, a "Month" shall be 30 days from the day Services commence. Additionally, Contractor agrees as follows:

1. Perform a minimum of 250 spay/neuter surgery services ("Surgeries") on owned pets per Month at the Clinic for a total of 3000 for the year.
2. Provide Healthy Pet Services ("Healthy Pet Services") for owned pets at the Clinic.
3. Provide professional spay and neuter policy and animal welfare consulting services ("Professional Consulting Services") for the City as follows:
 - Emancipet's Houston Vice President or Chief Operating Officer will conduct weekly discussions to expand current and develop additional free spay/neuter programs in the City (demographic targeting)
 - Programs are focused on making spay/neuter surgeries accessible and available to pet owners seeking free spay/neuter surgeries for their pets
 - Emancipet's Branch Manager or Community Outreach Specialist will attend weekly "on-the-ground" meetings (streamlining logistics for daily outreach)
 - Emancipet and City's Bureau of Animal Regulation and Care ("BARC") shall collaborate to develop a consistent door-to-door outreach effort to

make spay/neuter surgeries accessible and available to pet owners not seeking spay/neuter surgeries for their pets

- Emancipet’s trainers will provide one “How to Have the Talk” training to BARC staff for the term of the Amended Agreement
 - Emancipet’s Houston Vice President, or other designated staff member, will participate in monthly “lessons learned and strategic outlook” meetings with BARC and other community partners to implement new strategies and activities at the city-wide Healthy Pets, Healthy Streets (“HPHS”) community events
 - Emancipet’s staff shall send BARC weekly reports about community outreach and HPHS programs, City programs and community outreach partnerships
 - Emancipet’s Houston Vice President and Branch Manager will be available to answer day-to-day concerns and questions from BARC
 - Emancipet’s Chief Executive Officer, Chief Operating Officer, or Houston Vice President will provide up to 4 cumulative hours per month (for the term of the Amended Agreement) of spay/neuter policy & animal welfare consulting for the City’s Administration and Regulatory Affairs Director and City Council Members and their staff
 - Emancipet’s Houston Vice President will serve as liaison with Houston BARC Foundation Board of Directors and provide resources and information about spay/neuter & animal welfare up to 2 hours per month for the term of the Amended Agreement
 - Emancipet’s external training team will provide up to 16 cumulative hours of training/consulting for outside partner organizations towards building a cohesive city-wide spay/neuter strategy
 - Emancipet’s training team will provide consultations and trainings to other organizations working with BARC to collaboratively develop a city-wide spay/neuter strategy.
4. Contractor may charge pet owners fees for Surgeries and Healthy Pet Services not to exceed the fees authorized in Exhibit “A” to the Original Agreement.
 5. Contractor does not turn away a pet owner who cannot pay the fees for spay/neuter surgery services (“Surgeries”) for owned pets because the pet owner is unable to pay the fees provided for in Exhibit “A” to the Original Agreement.

B. Section III. DUTIES OF THE CITY A. Payment Terms is hereby deleted in its entirety and substituted in its place is the following:

A. Payment Terms

1. When this Agreement is executed and a fully executed Irrevocable Standby Letter of Credit is delivered and accepted by the City Attorney (see II. F. above), City will pay Contractor the sum of \$163,648.00 conditioned upon Contractor completing the following requirements to the Director's satisfaction: (1) delivering the Clinic to Ripley House and hiring and training sufficient staff to operate the Clinic in a first class manner in performing the Services as required in II. A. Scope of Services; (2) setting up an office inside Ripley House; and (3) providing a minimum of 250 Surgeries, providing Healthy Pets Services to owned pets and Professional Consulting Services to the City for twelve consecutive months. All services will commence in the Clinic and, if commercially feasible and with no interruption, from a brick and mortar facility which is intended to fully replace the Clinic.
2. Subsequent payments to Contractor will commence July 1, 2015. The City shall pay Contractor \$8,762.00 for July, 2015 and \$8,759.00 per Month for the remaining ten months upon receipt of an invoice documenting the number of Surgeries provided to pet owners in the previous Month. The invoice shall provide the following minimum information: (a) date of Surgery Service, (b) whether a dog or cat, and (c) spay or neuter Surgery. Contractor shall also provide a report giving details of Healthy Pet Services provided during the previous Month. The City's standard payment term is to pay 30 days after receipt of invoice or receipt of goods or services, whichever is later, according to the requirements of the Texas Prompt Payment Act.
3. Commencing with the third Month, in the event Contractor does not perform a minimum of 250 Surgeries during the third Month, the City shall deduct \$150 from the \$8,759 for every Surgery below the minimum requirement. For example, if Contractor performs 240 Surgeries in the previous Month, Contractor will be paid \$7,459 (\$8,759 minus \$150 x 10 (\$1,500) = \$7,459.
4. In the event Contractor exceeds 250 Surgeries in a month then Contractor shall be allowed a credit in Months when the Surgeries exceed the minimum. For example if the Surgeries performed in August (240) result in a \$1,500 deduction from the monthly payment and if the Surgeries performed in October exceed the minimum by 12, and then Contractor will receive \$8,759 for October plus \$150 for each additional Surgery performed in October not to exceed deductions for previous months. Contractor will receive additional monthly funding for excess Surgeries only to the extent that funds withheld as Liquidated Damages in previous Month(s) are available.

C. Section IV. TERM AND TERMINATION C. By the City for Default by the Contractor is hereby deleted in its entirety and substituted in its place is the following:

In the event that the services furnished by the Contractor do not conform to the Scope of Services requirements detailed herein, the City through a written notice from the City's Director of Administration and Regulatory Affairs to the Contractor describing such default may at its option:

1. Terminate the Agreement for default, other than failure to provide the number of Surgeries specified in II. A. 1 and the City shall have no further obligation under the Agreement.
2. Allow the Contractor to cure default within a reasonable time as specified in the notice. The City, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, the Contractor cures such default to the City's satisfaction, then the proposed termination shall be ineffective. If the Contractor fails to cure such default prior to the proposed date of termination, then the City may terminate its performance under this Agreement as of such date and have no further obligation under the Agreement.
3. The remedy for failure to provide the minimum number of Surgeries specified in II. A. 1 shall be as set out III. A. 3.

D. Section IV. MISCELLANEOUS is amended as follows:

1. All references to "Firm" in **Section IV. MISCELLANEOUS** shall mean "Contractor".
2. All references to "City Attorney" in **Section IV. MISCELLANEOUS**, with the exception of Subsection M. Enforcement, shall mean the City's Director of Administration and Regulatory Affairs.

III.

In the event of a conflict between the Original Agreement and this First Amended Agreement, this First Amended Agreement shall prevail.

IV.

All other terms and conditions of the Original Agreement, except as amended by this First Amended Agreement, shall continue in full force and effect.


V.

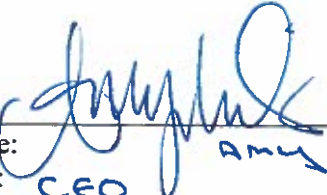
Signatures

The Parties have executed this First Amended Agreement in multiple copies, each of which is an original.

ATTEST/SEAL (if a corporation):
WITNESS (if not a corporation):

EMANCIPET, INC.

By: 
Name: Christy Malling
Title: CEO

By: 
Name: Amy Mills
Title: CEO

ATTEST/SEAL:

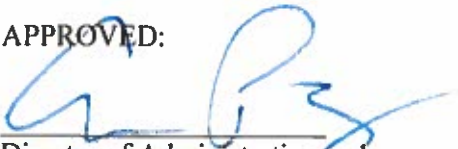
CITY OF HOUSTON, TEXAS
Signed by:

City Secretary

Mayor

APPROVED:

COUNTERSIGNED BY:



Director of Administration and
Regulatory Affairs Department

City Controller

APPROVED AS TO FORM

DATE COUNTERSIGNED:

Sr. Assistant City Attorney
L. D. File No. 0371400221002
