

**FIRST AMENDMENT TO
SERVICE AGREEMENT FOR SHELTER ADMINISTRATION AND ANIMAL CARE**

THIS FIRST AMENDMENT to the Service Agreement for Shelter Administration and Animal Care is made and fully executed this 4th day of October 2022 with an Effective Date of October 1, 2022, by and between the City of Fort Pierce, a municipal corporation of the State of Florida (the "City") and Sunrise Humane Society, Inc., a not-for-profit corporation under the laws of the State of Florida (the "Sunrise Humane Society").

RECITALS

WHEREAS, the City and Sunrise Humane Society (the "Parties") entered into a Service Agreement for Shelter Administration and Animal Care (the "Service Agreement") effective March 1, 2021, relating to the operation of the animal shelter complex owned by the City and located at 100 Savannah Road, Fort Pierce, Florida (the "shelter" or the "Savannah Shelter"); and

WHEREAS, Article 12.0 of the Service Agreement provides for termination of said agreement upon a minimum of sixty (60) days' notice for cause and one hundred twenty (120) days' notice without cause; and

WHEREAS, the Parties agree that the Service Agreement should be terminated earlier and effective on October 1, 2022; and

WHEREAS, the Parties agree to amend the Service Agreement to provide for said early termination; and

WHEREAS, by mutual agreement of the Parties' staff, shelter operations were transferred to the City effective October 1, 2022;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. The foregoing recitals are true and are incorporated herein by reference.
2. Article 12.0 of the Service Agreement is deleted in its entirety and replaced with the following Article 12.0:

ARTICLE 12.0 TERMINATION.

The Service Agreement shall terminate on October 1, 2022 (the "Termination Date"). Beginning on October 1, 2022 the Sunrise Humane Society shall have no further obligation, financial or otherwise, to operate the Savannah Shelter. Any financial obligations incurred by the Sunrise Humane Society prior to the Termination Date shall be the sole responsibility of the Sunrise Humane Society. Electronic data maintained by Sunrise Humane Society in connection with the operation of the Savannah Shelter shall be considered proprietary property of Sunrise

Humane Society, except to the extent such data is subject to disclosure pursuant to Article 16.0 of the Service Agreement or subject to disclosure as a public record pursuant to Chapter 119, Florida Statutes. Article 16.0 of the Service Agreement shall survive the termination of the Service Agreement. Except as specified herein, neither party shall have any duty or obligation to the other under the Service Agreement after the Termination Date.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof by their duly authorized officers.

ATTEST:

CITY OF FORT PIERCE

By: _____
Linda Cox, City Clerk

By: _____
Linda Hudson, Mayor

Date: _____

**APPROVED AS TO FORM
AND CORRECTNESS:**

By: _____
Tanya Earley, City Attorney

SUNRISE HUMANE SOCIETY, INC.

BY: *Julie Kittams*
Julie Kittams, DVM, President

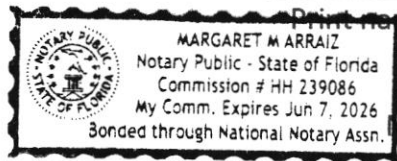
STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby certify that on this day, before me, an officer duly authorized by the State and County aforesaid, to take acknowledgements, personally appeared **Julie Kittams, President of Sunrise Humane Society, Inc.**, who executed the foregoing instrument and produced IS KNOWN TO ME as identification and who did take an oath.

WITNESS MY HAND AND SEAL in the County and State aforesaid this 1st day of October, 2022.

Margaret M. Arcaiz
Notary Public signature

MARGARET M. ARCAIZ
Print name



My commission expires: 6/7/26

**FIRST AMENDMENT TO
LEASE AGREEMENT FOR 100 SAVANNAH ROAD**

THIS FIRST AMENDMENT to the Lease Agreement for 100 Savannah Road is made and fully executed this 4th day of October 2022, with an Effective Date of October 1, 2022 by and between the City of Fort Pierce, a municipal corporation of the State of Florida (the "City") and Sunrise Humane Society, Inc., a not-for-profit corporation under the laws of the State of Florida (the "Sunrise Humane Society").

RECITALS

WHEREAS, effective April 1, 2022, the City and the Sunrise Humane Society (the "Parties") entered into a lease agreement for the properly located at 100 Savannah Road (the "Lease Agreement"); and

WHEREAS, effective March 1, 2021, the Parties entered into a corresponding service agreement (the "Service Agreement"), whereby the Sunrise Humane Society agreed to operate an animal shelter at 100 Savannah Road (the "Savannah Shelter"); and

WHEREAS, the Parties agree that the Service Agreement should be terminated effective October 1, 2022; and

WHEREAS, by mutual agreement of the Parties' staff, shelter operations were transferred to the City effective October 1, 2022; and

WHEREAS, Article 15.0 of the Lease Agreement provides for the termination of the Lease Agreement upon a minimum of sixty (60) days' notice with cause and one hundred twenty (120) days' notice without cause; and

WHEREAS, the Parties agree to amend the Lease Agreement to provide for earlier termination of the Lease Agreement, effective on October 1, 2022;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. The foregoing recitals are true and are incorporated herein by reference.

2. Article 15.0 of the Lease Agreement is deleted in its entirety and replaced with the following Article 15.0:

ARTICLE 15.0 TERMINATION.

The Lease Agreement shall terminate on October 1, 2022 (the "Termination Date"). After the Termination Date, neither party shall have any duty or obligation to the other under the Lease Agreement. Sunrise Humane Society shall remove from the premises by October 15,

2022, all personal property owned by or donated to Sunrise Humane Society, as specified in the attached and incorporated Exhibit A.

IN WITNESS WHEREOF, the parties hereto have caused the execution hereof by their duly authorized officers.

ATTEST:

CITY OF FORT PIERCE

By: _____
Linda Cox, City Clerk

By: _____
Linda Hudson, Mayor

Date: _____

**APPROVED AS TO FORM
AND CORRECTNESS:**

By: _____
Tanya Earley, City Attorney

SUNRISE HUMANE SOCIETY, INC.

BY: *Julie Kittams*
Julie Kittams, DVM, President

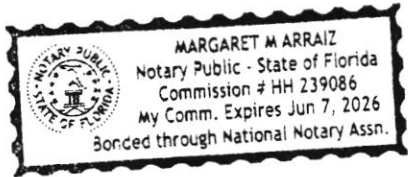
STATE OF FLORIDA
COUNTY OF ST. LUCIE

I hereby certify that on this day, before me, an officer duly authorized by the State and County aforesaid, to take acknowledgements, personally appeared **Julie Kittams, President of Sunrise Humane Society, Inc.**, who executed the foregoing instrument and produced KNOWN TO ME as identification and who did take an oath.

WITNESS MY HAND AND SEAL in the County and State aforesaid this 13th day of October, 2022.

Margaret M. Arraiz
Notary Public signature

MARGARET M. ARRAIZ
Print name



My commission expires: 6/7/26