

**AMENDMENT NUMBER ONE  
TO PROFESSIONAL SERVICES AGREEMENT  
WITH  
NCAH, INC. DBA NEWPORT CENTER ANIMAL HOSPITAL**

This Amendment Number One ("Amendment") is made and entered into this 5th day of June, 2018 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and NCAH, INC., a California corporation DBA NEWPORT CENTER ANIMAL HOSPITAL ("Contractor").

WHEREAS, City and Contractor entered into an agreement on January 21, 2018 for Contractor to provide animal shelter services (the "Agreement"); and

WHEREAS, City and Contractor desire to amend the Agreement to extend the term and to amend the Scope of Services as set forth in Exhibit "A," attached hereto and incorporated herein by this reference; and

WHEREAS, City desires to set forth Contractor's compensation accordingly.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Scope of Services shall be amended as set forth in Exhibit A.
2. Section 2.1 of the Agreement shall be deleted in its entirety and replaced as follows:

2.1 Compensation. Contractor's monthly compensation shall not exceed Twenty-Three Thousand Dollars (\$23,000.00). Notwithstanding the foregoing, if City requires animal shelter services for more than eight hundred (800) animals per year, or more than sixty-seven (67) animals during any one-month extension period, City shall pay Contractor Twenty-Four Dollars (\$24.00) per additional animal. If Contractor holds animals beyond the holding period set forth herein, City shall pay Contractor Ten Dollars (\$10.00) per animal, per day, beginning on the eleventh day, for animals that remain in Contractor's care.
3. Section 4.1 of the Agreement shall be deleted in its entirety and replaced as follows:

4.1 Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on January 20, 2019, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement shall automatically extend for successive one (1) month periods, unless terminated as set forth herein.
4. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
5. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

CITY OF COSTA MESA

Thomas R. Hatch  
City Manager

Date: 6/20/18

CONTRACTOR

Anthony Rizek DVM  
Signature  
Name and Title

Date: 6/19/18

ATTEST:

Brenda Green  
City Clerk



APPROVED AS TO FORM:

[Signature]  
City Attorney

Date: 06/21/18

APPROVED AS TO INSURANCE:

[Signature]  
Risk Management

Date: 6/19/18

APPROVED AS TO CONTENT:

Tracy [Signature]  
Project Manager

Date: 6/7/18

DEPARTMENTAL APPROVAL

Justin Martin  
Parks and Community Services Director

Date: 6/6/18

APPROVED AS TO PURCHASING:

Colleen O'K  
Assistant Finance Director

Date: 6/7/18

## EXHIBIT A

### MODIFICATIONS TO SCOPE OF SERVICES

1. Section 2.b.i. of the Scope of Services shall be deleted in its entirety and replaced as follows:
  - i. Intake. Upon intake, the Contractor shall provide a general physical exam and immediate general care, if needed, which shall include medical grooming, as necessary, and vaccinations for dogs and cats under the age of one year with no owner information or prior vaccination history available that are deemed healthy to receive the vaccinations. Upon request from the City, Contractor shall also vaccinate animals that are over one year old that City anticipates being held at the facility for an extended period. Vaccinations of such animals shall not include rabies vaccinations. During intake, Contractor shall implant each impounded animal that does not have a microchip with a microchip and register, or re-register, each animal to the City of Costa Mesa.
  
2. Section 2.d.i. of the Scope of Services shall be deleted in its entirety and replaced as follows:
  - i. Animals shall be held in accordance with the requirements of sections 31108 and 31752 of the California Food and Agriculture Code, unless otherwise requested by City's Animal Control Officers. Notwithstanding Sections 31108 and 31752, the holding period for impounded animals shall be seven (7) days. At the completion of the seven-day hold period, Contractor shall perform sterilization procedures on all unaltered animals, unless an animal is unable to withstand anesthesia due to medical reasons or advanced age. Contractor shall hold animals that require sterilization procedures for an additional three (3) days beyond the seven-day hold period, or until such time as the animal recovers from the sterilization procedure, at no cost to the City. Contractor shall provide a Certificate of Sterility for all animals that are altered by Contractor and for all animals Contractor's veterinarian determines to have been previously altered.
  
3. Section 2.g. of the Scope of Services shall be deleted in its entirety and replaced as follows:
  - g. Adoptions.
    - i. Medical Procedures. Contractor shall perform all necessary medical procedures to determine whether an animal has been spayed/neutered. Contractor shall perform all required pre-adoption medical procedures, including but not limited to spaying and neutering, as required, and vaccinations, at no cost to City. Contractor shall perform FELV/FIV testing on all felines prior to any transfers to the City's adoption service provider, at no cost to the City.
    - ii. Transfers. Contractor shall permit relinquishment of adoptable animals to another contractor and/or non-profit organization, as chosen by the City, in order to facilitate further care and/or adoption services. Contractor shall permit transfers to the City's adoption service provider up to three times per week, unless Contractor and City's adoption service provider determine that fewer transfers are required based upon the number of animals in Contractor's care that are ready to be transferred. City shall coordinate the dates and times of such transfers.

Contractor shall cooperate with City and City's adoption service provider to facilitate such transfers. If Contractor and City's adoption service provider determine that fewer than three transfers are required in any given week, Contractor shall not charge the City for the additional days animals are kept in Contractor's care in between the cancelled transfer date and the next transfer date. Residents who bring in stray dogs, cats and/or other animals to the Contractor shall be given the first opportunity to adopt them before they are transferred to the City's adoption service provider.

iii. Medical Records and Transfer Documents. Contractor shall provide to City's adoption service provider medical records relating to each animal transferred to the adoption service provider's care. Such records shall include all relevant medical information relating to each animal, including but not limited to information relating to vaccinations, deworming, and all other medical procedures performed by Contractor. Contractor shall further provide to City's adoption service provider documents relating to the origin of each animal, noting whether the animal is a stray or was surrendered by its owner and providing any relevant information provided by the surrendering party.

iv. Return of Transferred Animals. If an animal transferred from Contractor's care to the care of City's adoption service provider experiences any health issues within thirty (30) days of the transfer, City or City's adoption service provider may cause the animal to be transferred back to Contractor's care. Contractor shall accept such animal and provide any necessary medical treatment to such animal at no cost to City or City's adoption service provider. If an animal transferred from Contractor's care to the care of City's adoption service provider experiences health issues beyond thirty (30) days from the date of transfer, Contractor and City, with input from City's adoption service provider, shall determine whether such animal should be returned to Contractor's care, and the costs associated with same. Contractor shall receive no compensation for animals returned to Contractor's care unless City agrees in writing in advance to compensate Contractor for such additional services.

v. Holding Room. Contractor shall provide to City and/or City's adoption service provider a room for holding animals in the process of being transferred to the adoption service provider's care and for pre-adoption appointments with residents considering animal adoption.