

**AMENDMENT NUMBER FOUR  
TO PROFESSIONAL SERVICES AGREEMENT  
WITH  
PRICELESS PUPPY RESCUE, CORP.**

This Amendment Number Four ("Amendment") is made and entered into this 20th day of May, 2021 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and PRICELESS PUPPY RESCUE, CORP., a California nonprofit corporation DBA PRICELESS PET RESCUE ("Contractor").

WHEREAS, City and Contractor entered into an agreement on January 22, 2018 for Contractor to provide animal adoption services (the "Agreement"); and

WHEREAS, on June 5, 2018, City and Contractor amended the Scope of Services, extended the term of the Agreement through January 21, 2019, and set forth Contractor's compensation accordingly; and

WHEREAS, on October 3, 2018, City and Contractor increased Contractor's maximum compensation; and

WHEREAS, on April 16, 2019, City and Contractor amended the Scope of Services, extended the term through June 30, 2021, and set forth Contractor's annual compensation accordingly; and

WHEREAS, City and Contractor now desire to further extend and amend the Agreement as set forth herein.

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

1. The term of the Agreement shall be extended through June 30, 2023. Thereafter, the Agreement may be extended by one (1) additional one (1) year period upon mutual written agreement of the parties.
2. Section 4 (Miscellaneous) of the Scope of Services shall be amended to add a new subsection (e) and a new subsection (f), to read as follows:
  - e. TNR Program. Contractor will assist the City and City's Animal Services Committee members in researching and collecting data regarding the TNR (Trap, Neuter, Release) Program.
  - f. Low-Cost Clinics. Contractor will partner with the City to host at least two (2) low-cost clinics (i.e. microchips, spay/neuter, etc.).
3. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
4. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

5. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

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

*Don Anderson H*  
City Manager

Date: 07/08/21

CONTRACTOR

*Lisa Price*  
Signature

Date: 6/6/21

*Lisa Price Executive Director*  
Name and Title

ATTEST:

*Brenda Green 7/13/2021*  
City Clerk



APPROVED AS TO FORM:

*Kimberly Hae Barbou*  
City Attorney


Date: 7/8/21

APPROVED AS TO INSURANCE:

*RS*  
Risk Management

Date: 6/10/21

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Project Manager

Date: 7-6-21

DEPARTMENTAL APPROVAL:

  
\_\_\_\_\_  
Parks and Community Services Director

Date: 7/6/21

APPROVED AS TO PURCHASING:

  
\_\_\_\_\_  
Finance Director

Date: 7/2/2021

