

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

This Amendment Number Three ("Amendment") is made and entered into this 16th day of April, 2019 ("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, 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 Scope of Services shall be deleted in its entirety and replaced with the Revised Scope of Services set forth in Exhibit "A," attached hereto and incorporated herein by this reference.
2. Section 2.1 of the Agreement shall be deleted in its entirety and replaced with the following:
 - 2.1 Compensation. City shall pay Contractor Twenty-Five Dollars (\$25.00) per animal that is picked up from the City's shelter provider by the Contractor. Contractor's annual compensation shall not exceed Thirty-One Thousand Two Hundred Dollars (\$31,200.00).
3. Section 2.3 of the Agreement shall be deleted in its entirety and replaced with the following:
 - 2.3 Method of Billing. Consultant shall submit invoices on a monthly basis for the services provided during the prior calendar month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail the date of each transfer and the number of animals transferred on each transfer date. Any additional services approved and performed pursuant to this Agreement shall be designated

as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

4. The term of the Agreement shall be extended through June 30, 2021. Thereafter, the Agreement may be extended by three (3) additional one (1) year periods upon mutual written agreement of the parties.
5. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
6. 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

Jamara S. Rotureau
Acting City Manager

Date: 6/19/19

CONTRACTOR

Leon Price
Signature

Date: 6/17/19

Name and Title

ATTEST:

Brenda Green 6/27/19
City Clerk



APPROVED AS TO FORM:

Kimberly Fleck Barlow
City Attorney

Date: 6/19/19

APPROVED AS TO INSURANCE:


Risk Management

Date: 4/19/19

APPROVED AS TO CONTENT:


Project Manager

Date: 06/18/19

DEPARTMENTAL APPROVAL:


Parks and Community Services Director

Date: 6/17/19

APPROVED AS TO PURCHASING:


Finance Director

Date: 6/18/19

EXHIBIT A
REVISED SCOPE OF SERVICES

Priceless Puppy Rescue Adoption Partner Scope of Services

1. Animal Acceptance

a. Acceptance of Animals. Priceless Puppy Rescue ("Contractor") shall accept all stray and surrendered dogs and cats that are deemed adoptable and have completed the City's established legal stray hold period with the City's contracted shelter. Notwithstanding the foregoing, Contractor may accept any animal that requires immediate twenty-four (24) hour care directly from City's shelter service provider. City's approval is not required for such transfers. No breed restrictions will be placed on animals transferred to Contractor. The term adoptable includes Healthy, Treatable-Rehabilitatable, and Treatable-Manageable, as defined in Maddie's Fund's *A Guide to Asilomar Accords Definitions: "Healthy," "Treatable," "Unhealthy & Untreatable,"* attached hereto and incorporated herein by this reference, and it shall be at Contractor's sole discretion to accept an animal based on a medical or behavioral assessment. Contractor shall collaborate with City's shelter service provider in conducting behavioral assessments. No animal that has been declared vicious, terminally ill, or contagious shall be transferred to the adoption partner.

- All animals that are healthy and adoptable will be placed directly into the adoption center.
- All underage animals or pregnant/nursing mothers will be placed immediately into a foster home until such time that they are fully vetted, healthy and of age for adoption.
- All animals that are medically stable for transport but require additional recovery time will also be placed into a foster home until such time they are healthy and stable to be transferred into an adoption center.
- Other small animals, including reptiles, birds, or rabbits, may be accepted by Contractor on a case-by-case basis and only if Contractor has space.

b. Pick-up Procedures. Contractor shall pick up all animals directly from City's shelter provider up to three times per week during normal business hours, unless Contractor and City's shelter provider determine that fewer pick-ups are required based upon the number of animals that are ready to be transferred. Contractor shall coordinate the dates and times of all pick-ups with City's animal shelter provider. If there is an urgent transfer needed for underage animals or a pregnant/nursing mother, i.e. motherless animals that require bottle feeding, Contractor will make every effort to arrange immediate pick-up. Following each pick-up, Contractor will transfer all animals to its adoption center, The Orphanage Costa Mesa, located at 1536 Newport Blvd., Costa Mesa for the intake process.

c. Ownership. Contractor shall become the legal owner of, and shall be solely responsible for, any animal transferred into its care with the understanding that all requirements of sections 31108 and 31752 of the California Food and Agriculture Code have been satisfied by the City and the City's shelter provider. Any legal ownership disputes will be handled by the City and the City's shelter provider and all costs related to an ownership dispute will be the sole responsibility of the City. Contractor will cooperate in this process to the extent possible to ensure prompt resolution of any dispute. In the event that legal custody of an animal was transferred to Contractor in error and the animal has been adopted to a new party, the City will be responsible to settle the matter directly with the original owner and the new owner.

d. Required Vetting. Contractor will only accept dogs and cats that have had the following pre-adoption medical procedures completed prior to the transfer:

- Dogs:
 - Sterility Certificate – either by spay/neuter procedure or veterinary certification of sterility
 - Rabies Certificate – showing that rabies vaccine is current
 - Vaccine Records – showing up to date on all canine vaccines
 - Microchip
- Cats:
 - Sterility Certificate – either by spay/neuter procedure or veterinary certification of sterility
 - Rabies Certificate – showing that rabies vaccine is current
 - Vaccine Records – showing up to date on all feline vaccines
 - Microchip
 - FELV / FIV test
- Other Animals:
 - Rabbits - Sterility Certificate – either by spay/neuter procedure or veterinary certification of sterility.
 - Rabbits – Microchip

Notwithstanding the foregoing, Contractor shall accept the transfer of animals that have not reached the required age and/or weight for sterilization procedures. Once an animal reaches the required age and/or weight, Contractor may return the animal to City's shelter service provider for City's shelter service provider to perform the sterilization procedures. If Contractor elects to utilize a veterinarian other than the City's shelter service provider to perform the sterilization procedures, Contractor shall bear all costs associated with such procedures. City shall not incur any costs if Contractor elects to utilize a veterinarian other than the City's shelter service provider for such procedures. "Required age" as used herein means cats that are eight (8) weeks old and weigh at least two (2) pounds, and dogs that are at least four (4) months old.

e. Medical Procedures. The medical procedures and care set forth in this section shall be arranged directly between Contractor and City's shelter service provider. City shall not incur any costs in connection with the procedures and care set forth herein.

i. Elective Medical Procedures.

1. Definition. Elective medical procedure means a medical procedure that is not required prior to an animal's adoption in order for the animal to be adoptable, including but not limited to mass removal and teeth extraction.
2. Procedure. City's shelter service provider will notify Contractor of any elective medical procedures prior to performing any required medical procedure that requires anesthesia. If Contractor requests that City's shelter service provider perform any such elective medical procedure on an animal, Contractor shall bear all costs associated with such elective medical procedure. Contractor shall not bill City for any elective medical procedures.

ii. Post-Transfer Medical Care and Procedures.

1. Contractor may return an animal that has been transferred to Contractor's care to the City's shelter service provider for additional at no cost to Contractor or City if, within seventy-two (72) hours of the transfer, the animal experiences any health issues.
2. Contractor may return an animal that has been transferred to Contractor's care to the City's shelter service provider for additional at no cost to Contractor or City if, within ten (10) days of the transfer, the animal experiences any health issues arising from or relating to any care or treatment provided by City's shelter service provider, including but not limited to infections or complications relating to incisions or procedures performed by City's shelter service provider.
3. If City's shelter service provider used staples or standard sutures on an animal, Contractor may return the animal to City's shelter service provider for removal of such sutures or staples at no cost to Contractor or City.
4. If Contractor requests that City's shelter service provider or any other veterinarian perform any additional medical procedures or provide any additional care to an animal that has been transferred to Contractor's care, Contractor shall bear all costs associated with such procedures or care.

f. Medical Records. City shall ensure that Contractor receives medical records relating to each animal transferred into Contractor's care. Such records shall include information relating to vaccinations, deworming, and medical procedures performed by City's animal shelter service provider.

g. Transfer Documents. To the extent practicable, City shall ensure that transfer documents relating to each animal transferred to Contractor's care include information relating to origin of the animal, noting whether the animal is a stray or was surrendered by its owner and providing any relevant information provided by the surrendering party, in order to aid Contractor in placement of each animal.

2. Adoption Partner Operations

a. Facility. Contractor shall provide an adequate number of dog kennels and cat cages. Contractor shall maintain an environment that is aesthetically pleasing to the public and one that promotes adoptions. Contractor shall maintain a safe environment for all employees, volunteers and animals. Contractor shall be open to the public for a minimum of 30 hours per week.

b. Animal Care. Contractor shall provide the proper care and protection of all animals in Contractor's custody. Adequate food, enrichment and housing shall be provided and the facility shall not be overpopulated. Contractor shall maintain sanitary conditions for all animals housed at all times. Contractor shall comply with the requirements set forth in Chapter 9 of Part 6 of Division 105 of the California Health and Safety Code (§§ 122350-122361) and all other applicable laws and regulations.

c. Veterinary Services. Contractor shall provide all animals in Contractor's custody with

proper veterinary care using one of the Contractor's veterinary partners at the sole discretion and expense of Contractor.

d. Adoptions. Contractor shall place all transferred animals that are healthy and adoptable directly into an adoption center. All adoption fees will be set, collected, and retained by Contractor. All adoptions will be approved or denied solely based on the discretion of Contractor using its normal adoption practices and guidelines and in accordance with applicable law.

e. Dog Licensing. When facilitating adoptions, Contractor shall administer City dog licenses for Costa Mesa residents who are adopting dogs through the City's online dog licensing system.

f. Microchip. Contractor shall be responsible for transferring the microchip into the name of the new owner upon adoption of the animal.

g. Transfer to Rescue Partners. Contractor reserves the right to transfer animals in its custody to approved rescue partners. Situations like these are rare but can arise if an animal needs to be moved to a sanctuary environment.

h. No Kill Philosophy. Contractor follows a No Kill Philosophy and follows No Kill policies established by Best Friends Animal Society.

3. Records

a. Contractor shall maintain complete records on each animal in its custody, which will include an adoption date, adopter contact information, and any other pertinent information on each animal.

b. Contractor shall submit regular monthly reports to the City's Animal Control Department within ten (10) days of the end of the prior month. Reports shall, at a minimum, include the number of animals transferred into Contractor's care, each animal's shelter identification number and any other identifying information required by the City including but not limited to: the species, the description, the approximate age and the sex of the animal, the disposition of each animal, and such other information as may be requested by City. This list will include.

c. If Contractor accepts an animal directly from City's shelter service provider due to the immediate need for 24-hour care for that animal, Contractor shall provide to City a report of the transfer, which shall include the transfer date, impound number, description of the animal, and such other information as City may reasonably require, within twenty-four (24) hours of the transfer.

4. Miscellaneous

a. Inspections. City may conduct one (1) inspection of the premises per week, accompanied by Contractor, for the purpose of inspecting the premises for compliance with the obligations set forth herein. City and Contractor shall mutually agree upon the date and time of each inspection.

b. Volunteers. City and Contractor may mutually agree to permit volunteers to work on the premises to assist with the care of animals that come into the facility under City authority. All volunteers shall be approved, trained, and managed by Contractor.

c. Community Involvement. Contractor will partner with City to host volunteer orientations and adoption events, on a quarterly basis or as otherwise agreed upon by City and Contractor.

d. Emergency Shelter. Contractor's adoption facility, The Orphanage Costa Mesa, located at 1536 Newport Blvd, Costa Mesa, will serve as an emergency animal shelter to house Costa Mesa animals in the event of an emergency or a natural disaster.

5. Fees

With the exception of animals that are not the required age for sterilization prior to transfer, if City's animal shelter service provider does not provide Contractor with a Certificate of Sterility for a sterilized animal transferred to Contractor's care, City shall pay Contractor Twenty-Five Dollars (\$25.00) for Contractor to obtain the required documentation from a veterinarian other than City's shelter service provider.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

CITY OF COSTA MESA AND IT'S ELECTED AND APPROPRIATE BOARDS, OFFICERS,
AGENTS AND EMPLOYEES.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.