

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

This Amendment Number Three ("Amendment") is made and entered into this 1st day of July, 2020 ("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, on June 5, 2018, City and Contractor extended the term of the Agreement and amended the Scope of Services; and

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

WHEREAS, City and Contractor now desire to further amend and extend 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. Section 2.1 of the Agreement shall be deleted in its entirety and replaced with the following:
  - 2.1 Compensation. Contractor's monthly compensation shall not exceed Twenty Thousand Dollars (\$20,000.00). Notwithstanding the foregoing, if City requires animal shelter services for more than seven hundred fifty (750) animals per calendar year, City shall pay Contractor Twenty-Four Dollars (\$24.00) per additional animal. Such additional fee shall include all costs associated with providing care to such animals, including, but not limited to, all medical procedures and care and boarding.
2. 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.
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

*Karen Ann Jensen Lt*  
City Manager

Date: 10/14/20

CONTRACTOR

*[Signature]*  
Signature  
Dr. Anthony Rizk  
Name and Title

Date: 8/24/20

ATTEST:

*Brenda Green 10/20/2020*  
City Clerk



APPROVED AS TO FORM:

*Kimberly Hall Barber*  
City Attorney

Date: 10/14/20

APPROVED AS TO INSURANCE:

*[Signature]*  
Risk Management

Date: 10/8/2020

APPROVED AS TO CONTENT:

*[Signature]*  
Project Manager

Date: 10/13/20

DEPARTMENTAL APPROVAL:

  
Assistant City Manager

Date: Oct. 16, 2020

APPROVED AS TO PURCHASING:

  
Acting Finance Director

Date: October 18, 2020