SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



3.9 (ID # 8074)

MEETING DATE:

Tuesday, October 23, 2018

FROM: ANIMAL SERVICES:

SUBJECT: Animal Services: Ratify the Amendments to Insurance Requirements in the

Professional Services Agreements Between County of Riverside and the Pre-Qualified Veterinarians Listed in Attachment A through June 30, 2020, All Districts

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RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the amendments to the Professional Service Agreements for Pet Sterilization Services between County of Riverside and the pre-qualified veterinarians listed in Attachment A and attached hereto as Exhibits 1 through 10 terminating on June 30, 2020 (Amendments); and

2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459 and through fiscal year 2020, based on the availability of fiscal funding and as approved by County Counsel to: a) exempt the Purchasing Agent from sole source requirements when adding new qualified veterinarians through June 30, 2020 not to exceed \$100,000 annually without seeking competitive bids; b) execute amendments that do not change the substantive terms of each of the agreements; and c) authorize and execute amendments to the compensation provisions of each agreement which may change amount disbursements, provided such changes do not exceed the Board-approved annual aggregate amount of \$500,000 and do not exceed the annual CPI rates.

ACTION: Policy

Robert P Miller, Director Animal Services 10/19/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes:

Jeffries, Tavaglione, Washington, Perez and Ashley

Nays:

None

Absent:

None

Date:

October 23, 2018

XC:

Animal Services, Purchasing

3.9

Kecia Harper-Ihem

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FINANCIAL DATA	Current Fig	scal Y	ear:	Next	Fiscal Y	ear:		Total Cost:	Ongoin	
COST		\$	0		\$	U		\$0.		\$0
NET COUNTY COST		\$	0		\$	0		\$0		\$ 0
SOURCE OF FUNDS: Departmental Budget 100%					Budget Adjustment: No					
•								For Fiscal Y	ear: 17/1	8-19/20

C.E.O. RECOMMENDATION: Approval

BACKGROUND:

Summary

On July 21, 2015, in Minute Order 3.6, the Board of Supervisors approved the Professional Services Agreements for Pet Sterilization Services between County of Riverside and ten (10) pre-qualified Veterinarians (Agreements), with terms commencing on July 1, 2015 and terminating on June 30, 2020. Through these Agreements, the contracted veterinarians have provided and continue to provide crucial, low-cost spay and neuter services as required in Riverside County Ordinance No. 560.

The original Agreements include standard insurance provisions related to commercial general and professional liability that are above the industry standards for contracted veterinarians. Because the insurance provisions depart from industry standards, Department of Animal Services, Purchasing and Risk Management — with the assistance of County Counsel — amended those provisions related to insurance so that the Agreements are in line with industry practice.

These Amendments allows the County to maintain a strong relationship with the contracted veterinarians while they continue to provide vital services to the public and to the animals in County shelters. The Amendments to the insurance provisions, attached hereto as Exhibits 1 through 10, are presented to the Board for approval. County Counsel has approved the Amendments as to form.

Impact on Residents and Businesses

The ability to continue to provide spay/neuter surgeries for animals sheltered or owned by a resident throughout the County is vital to controlling the pet population and to allow adoptions to continue without delay, reducing the costs associated with housing adoptable pets for longer periods of time.

Additional Fiscal Information

The attached Amendments do not change the total project cost approved by the Board of Supervisors on July 21, 2015 in Minute Order 3.6.

Contract History and Price Reasonableness

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

Purchasing released a Request for Qualification (RFQ# ANARC-0023). The original Agreements based on the RFQ were approved by the Board on July 21, 2015 in Minute Order 3.6.

Attachments:

List of Pre-Qualified Veterinarians
1 st Amendment Dr. Kelli Barnett
1 st Amendment Dr. Victoria Valdez
2 nd Amendment Dr. Yikcia S. Milanes
3 rd Amendment Dr. Luis Lizarraga
2 nd Amendment Dr. Cynthia Y. Servantez
1 st Amendment Dr. Leonard S. Sauer
1 st Amendment Dr. Ronald C. Friedlander
1 st Amendment Circle H Veterinary Hospital
1 st Amendment Dr. Philip G. Weida
1 st Amendment Dr. Bradley Brunskill

Refilini Batulla, Principal Mentagement Arielyst 10/15/2018 Tina Grande, Assistant Purchasing Director 10/11/2018

Gregory V. Priapios, Director County Counsel 10/11/2018

ATTACHMENT A

List of Pre-Qualified Veterinarians

Contractor Name:	Amendment Status:
Dr. Kelli Bartnett, DVM	Ratify 1 st Amendment
Dr. Victoria Valdez, DVM	Ratify 1 st Amendment
Dr. Yikcia S. Milanes, DVM	Ratify 2 nd Amendment
Dr. Luis Lizarraga, DVM	Ratify 3 rd Amendment
Dr. Cynthia Y. Servantez, DVM	Ratify 2 nd Amendment
Dr. Leonard S. Sauer, DVM	Ratify 1 st Amendment
Dr. Ronald C. Friedlander, DVM	Ratify 1 st Amendment
Circle H Veterinary Hospital – Dr. Steven Montgomery	Ratify 1 st Amendment
Dr. Philip G. Weida, DVM	Ratify 1 st Amendment
Dr. Bradley Brunskill, DVM	Ratify 1 st Amendment

FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT FOR PET STERILIZATION SERVICES BETWEEN COUNTY OF RIVERSIDE AND KELLI BARNETT, DVM

This First Amendment to Professional Service Agreement for Pet Sterilization Services between COUNTY OF RIVERSIDE, a political subdivision of the State of California ("COUNTY") and Kelli Barnett, DVM ("CONTRACTOR"), herein referred to as the "First Amendment", dated this 1st day of May 1, 2018, amends the Agreement as follows:

RECITALS

WHEREAS, the COUNTY and CONTRACTOR entered into a Professional Service Agreement for Pet Sterilization Services Between County of Riverside and Kelli Barnett, DMV ("Agreement") for a term commencing July 21, 2015 through June 30, 2020;

WHEREAS, the COUNTY's Board of Supervisors ratified and approved the Agreement for pet sterilization services on July 21, 2015, in Minute Order 3.6;

WHEREAS, the Agreement authorizes alterations or changes to the Agreement with the approval of the Board of Supervisors of COUNTY and the COUNTY Purchasing Agent, or designee;

WHEREAS, the Parties desire to clarify the commercial liability and professional liability insurance provisions as they relate to relief veterinarians contracted to perform certain professional services for COUNTY as independent contractors; and

WHEREAS, this First Amendment does not cause an increase or decrease in the cost of, or the time required for the performance under this Agreement.

NOW, THEREFORE, in consideration of the foregoing, COUNTY and CONTRACTOR agree as follows:

- 1. <u>Recitals</u> The recitals set forth above are true and correct and incorporated herein by this reference.
- 2. <u>Section 22.1(B), Commercial General Liability</u>. The Agreement is hereby amended to delete in its entirety Section 22.1(B), Commercial General Liability.
- 3. <u>Section 22.1(D), Professional Liability</u>. The Agreement is hereby amended to delete in its entirety Section 22.1(D), Professional Liability, and replace it in its entirety with the following language:

D. Professional Liability:

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$100,000 per occurrence and \$300,000 annual aggregate.

FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT FOR PET STERILIZATION SERVICES BETWEEN COUNTY OF RIVERSIDE AND KELLI BARNETT, DVM

- 4. <u>Effective Date</u>. The "Effective Date" of this First Amendment shall be June 1, 2018.
- 5. <u>Entire Understanding</u>. The First Amendment and the Agreement contain the entire understanding and agreement of the Parties. There are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements that are not contained or expressly referred to within this First Amendment and Agreement.
- 6. <u>Further Assurances</u>. The Parties agree to execute such other documents and to take such other actions as may be necessary to further the purpose of this First Amendment.
- 7. <u>Agreement in Full Force and Effect</u>. Except as otherwise expressly modified herein, all other terms and conditions of the Agreement remain unmodified and in full force and effect.

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FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT FOR PET STERILIZATION SERVICES BETWEEN COUNTY OF RIVERSIDE AND KELLI BARNETT, DVM

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have caused their duly authorized representatives to execute this First Amendment.

County of Riverside

Department of Animal Services 6851 Van Buren Blvd. Jurupa Valley, CA 92509

Subcontractor

Kelli Barnett, Doctor of Veterinary Medicine

Name: Tina Grande

Name: Kelli Barnett, DVM

Title: Asst. Director Purchasing and Fleet Services Title: Doctor of Veterinary Medicine

Date:

Date:

09-13-18

APPROVED AS TO FORM

GREGORY P. PRIAMOS County Counsel

Amrit P. Dhillon

FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT FOR PET STERILIZATION SERVICES BETWEEN COUNTY OF RIVERSIDE AND VICTORIA VALDEZ, DVM

This First Amendment to Professional Service Agreement for Pet Sterilization Services between COUNTY OF RIVERSIDE, a political subdivision of the State of California ("COUNTY") and Victoria Valdez, DVM ("CONTRACTOR"), herein referred to as the "First Amendment", dated this 1st day of May 1, 2018, amends the Agreement as follows:

RECITALS

WHEREAS, the COUNTY and CONTRACTOR entered into a Professional Service Agreement for Pet Sterilization Services Between County of Riverside and Victoria Valdez, DMV ("Agreement") for a term commencing July 21, 2015 through June 30, 2020;

WHEREAS, the COUNTY's Board of Supervisors ratified and approved the Agreement for pet sterilization services on July 21, 2015, in Minute Order 3.6;

WHEREAS, the Agreement authorizes alterations or changes to the Agreement with the approval of the Board of Supervisors of COUNTY and the COUNTY Purchasing Agent, or designee;

WHEREAS, the Parties desire to clarify the commercial liability and professional liability insurance provisions as they relate to relief veterinarians contracted to perform certain professional services for COUNTY as independent contractors; and

WHEREAS, this First Amendment does not cause an increase or decrease in the cost of, or the time required for the performance under this Agreement.

NOW, THEREFORE, in consideration of the foregoing, COUNTY and CONTRACTOR agree as follows:

- 1. Recitals The recitals set forth above are true and correct and incorporated herein by this reference.
- 2. <u>Section 22.1(B), Commercial General Liability</u>. The Agreement is hereby amended to delete in its entirety Section 22.1(B), Commercial General Liability.
- 3. <u>Section 22.1(D), Professional Liability</u>. The Agreement is hereby amended to delete in its entirety Section 22.1(D), Professional Liability, and replace it in its entirety with the following language:

D. Professional Liability:

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$100,000 per occurrence and \$300,000 annual aggregate.

FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT FOR PET STERILIZATION SERVICES BETWEEN COUNTY OF RIVERSIDE AND VICTORIA VALDEZ, DVM

- 4. <u>Effective Date</u>. The "Effective Date" of this First Amendment shall be June 25, 2018.
- 5. <u>Entire Understanding</u>. The First Amendment and the Agreement contain the entire understanding and agreement of the Parties. There are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements that are not contained or expressly referred to within this First Amendment and Agreement.
- 6. <u>Further Assurances</u>. The Parties agree to execute such other documents and to take such other actions as may be necessary to further the purpose of this First Amendment.
- 7. <u>Agreement in Full Force and Effect</u>. Except as otherwise expressly modified herein, all other terms and conditions of the Agreement remain unmodified and in full force and effect.

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FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT FOR PET STERILIZATION SERVICES BETWEEN COUNTY OF RIVERSIDE AND VICTORIA VALDEZ, DVM

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have caused their duly authorized representatives to execute this First Amendment.

County of Riverside

Department of Animal Services 6851 Van Buren Blvd. Jurupa Valley, CA 92509 Subcontractor

Victoria Valdez, Doctor of Veterinary Medicine

By:

Redaude

By: ///

Name: Victoria Valdez, DVM

Name: Tina Grande

Transc. Victoria varadzi, 2 viri

Title: Asst. Director Purchasing and Fleet Services Title: Doctor of Veterinary Medicine

Date:

9/11/18

Date: 9-12-18

APPROVED AS TO FORM

GREGORY P. PRIAMOS County Counsel

By:

Amril P. Dhillon

SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT FOR PET STERILIZATION SERVICES BETWEEN COUNTY OF RIVERSIDE AND DR. YIKCIA S. MILANES, DVM

This Second Amendment to Professional Service Agreement for Pet Sterilization Services between COUNTY OF RIVERSIDE, a political subdivision of the State of California ("COUNTY") and Dr. Yikcia S. Milanes, DVM ("CONTRACTOR"), herein referred to as the "Second Amendment", dated this 1st day of May 1, 2018, amends the Agreement as follows:

RECITALS

WHEREAS, the COUNTY's Board of Supervisors on July 21, 2015 in Minute Order 3.6 authorized the Purchasing Agent to execute one year agreements with qualified veterinarians;

WHEREAS, the Agreement authorizes alterations or changes to the Agreement with the approval of the Board of Supervisors of COUNTY and the COUNTY Purchasing Agent, or designee;

WHEREAS, the COUNTY and CONTRACTOR entered into a Professional Service Agreement for Pet Sterilization Services Between County of Riverside and Yikcia S. Milanes, DMV ("Agreement") for a term commencing December 16, 2016 through June 30, 2017;

WHEREAS, on July 1, 2017, the COUNTY and CONTRACTOR extended the term of the Agreement to June 30, 2018;

WHEREAS, the Parties desire to extend the term of the Agreement and to clarify the commercial liability and professional liability insurance provisions as they relate to relief veterinarians contracted to perform certain professional services for COUNTY as independent contractors; and

WHEREAS, this Second Amendment does not cause an increase or decrease in the cost of, or the time required for the performance under this Agreement.

NOW, THEREFORE, in consideration of the foregoing, COUNTY and CONTRACTOR agree as follows:

- 1. <u>Recitals</u> The recitals set forth above are true and correct and incorporated herein by this reference.
- 2. <u>Agreement Term Extended</u>. The term of the Agreement shall be extended, commencing on July 1, 2018 and terminating on June 30, 2019.
- 3. <u>Section 22.1(B), Commercial General Liability</u>. The Agreement is hereby amended to delete in its entirety Section 22.1(B), Commercial General Liability.

SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT FOR PET STERILIZATION SERVICES

BETWEEN COUNTY OF RIVERSIDE AND DR. YIKCIA S. MILANES, DVM

4. <u>Section 22.1(D)</u>, <u>Professional Liability</u>. The Agreement is hereby amended to delete in its entirety Section 22.1(D), <u>Professional Liability</u>, and replace it in its entirety with the following language:

D. Professional Liability:

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$100,000 per occurrence and \$300,000 annual aggregate.

- 5. <u>Effective Date</u>. The "Effective Date" of this Second Amendment shall be May 1, 2018.
- 6. <u>Entire Understanding</u>. The Second Amendment and the Agreement contain the entire understanding and agreement of the Parties. There are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements that are not contained or expressly referred to within this Second Amendment and Agreement.
- 7. <u>Further Assurances</u>. The Parties agree to execute such other documents and to take such other actions as may be necessary to further the purpose of this Second Amendment.
- 8. Agreement in Full Force and Effect. Except as otherwise expressly modified herein, all other terms and conditions of the Agreement remain unmodified and in full force and effect.

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SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT FOR PET STERILIZATION SERVICES BETWEEN COUNTY OF RIVERSIDE AND DR. YIKCIA S. MILANES, DVM

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have caused their duly authorized representatives to execute this Second Amendment.

Subcontractor

Yikcia S. Milanes, Doctor of

6851 Van Buren Blvd.	Veterinary Medicine
Jurupa Valley, CA 92509	
	Och co
By: Just house	By: A COM
Name: Tina Grande	Name: Yikcia S. Milanes, DVM

Title: Asst. Director Purchasing and Fleet Services Title: Doctor of Veterinary Medicine

Date:

APPROVED AS TO FORM

County of Riverside

Department of Animal Services

GREGORY P. PRIAMOS County Counsel

Amrit P. Dhillon
Deputy County Counsel

THIRD AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT FOR PET STERILIZATION SERVICES BETWEEN COUNTY OF RIVERSIDE AND DR. LUIS LIZARRAGA, DVM

This Third Amendment to Professional Service Agreement for Pet Sterilization Services between COUNTY OF RIVERSIDE, a political subdivision of the State of California ("COUNTY") and Dr. Luis Lizarraga, DVM ("CONTRACTOR"), herein referred to as the "Third Amendment", dated this 1st day of July, 2018, amends the Agreement as follows:

RECITALS

WHEREAS, the COUNTY's Board of Supervisors on July 21, 2015 in Minute Order 3.6 authorized the Purchasing Agent to execute one year agreements with qualified veterinarians;

WHEREAS, the Agreement authorizes alterations or changes to the Agreement with the approval of the Board of Supervisors of COUNTY and the COUNTY Purchasing Agent, or designee;

WHEREAS, the COUNTY and CONTRACTOR entered into a Professional Service Agreement for Pet Sterilization Services Between County of Riverside and Luis Lizarraga, DVM ("Agreement") for a term commencing February 16, 2016 through June 30, 2016;

WHEREAS, on July 1, 2017, the COUNTY and CONTRACTOR extended the term of the Agreement to June 30, 2018;

WHEREAS, the Parties desire to extend the term of the Agreement and to clarify the commercial liability and professional liability insurance provisions as they relate to relief veterinarians contracted to perform certain professional services for COUNTY as independent contractors; and

WHEREAS, this Third Amendment does not cause an increase or decrease in the cost of, or the time required for the performance under this Agreement.

NOW, THEREFORE, in consideration of the foregoing, COUNTY and CONTRACTOR agree as follows:

- 1. <u>Recitals</u> The recitals set forth above are true and correct and incorporated herein by this reference.
- 2. <u>Agreement Term Extended</u>. The term of the Agreement shall be extended, commencing on July 1, 2018 and terminating on June 30, 2019.
- 3. <u>Section 22.1(B), Commercial General Liability</u>. The Agreement is hereby amended to delete in its entirety Section 22.1(B), Commercial General Liability.

THIRD AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT FOR PET STERILIZATION SERVICES

BETWEEN COUNTY OF RIVERSIDE AND DR. LUIS LIZARRAGA, DVM

4. <u>Section 22.1(D), Professional Liability</u>. The Agreement is hereby amended to delete in its entirety Section 22.1(D), Professional Liability, and replace it in its entirety with the following language:

D. Professional Liability:

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$100,000 per occurrence and \$300,000 annual aggregate.

- 5. <u>Effective Date</u>. The "Effective Date" of this First Amendment shall be July 1, 2018.
- 6. <u>Entire Understanding</u>. The Third Amendment and the Agreement contain the entire understanding and agreement of the Parties. There are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements that are not contained or expressly referred to within this Third Amendment and Agreement.
- 7. <u>Further Assurances</u>. The Parties agree to execute such other documents and to take such other actions as may be necessary to further the purpose of this Third Amendment.
- 8. <u>Agreement in Full Force and Effect</u>. Except as otherwise expressly modified herein, all other terms and conditions of the Agreement remain unmodified and in full force and effect.

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THIRD AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT FOR PET STERILIZATION SERVICES BETWEEN COUNTY OF RIVERSIDE AND DR. LUIS LIZARRAGA, DVM

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have caused their duly authorized representatives to execute this Third Amendment.

County of Riverside

Department of Animal Services 6851 Van Buren Blvd. Jurupa Valley, CA 92509 **Subcontractor**

Luis Lizarraga, Doctor of Veterinary Medicine

By: Not show

Name: Tina Grande

Name: Luis Lizarraga, DVM

Title: Asst. Director Purchasing and Fleet Services Title: Doctor of Veterinary Medicine

Date:

Date:

9-25-18

APPROVED AS TO FORM

GREGORY P. PRIAMOS County Counsel

Bv:

Amrit R. Dhillon

SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT FOR PET STERILIZATION SERVICES BETWEEN COUNTY OF RIVERSIDE AND DR. CYNTHIA Y. SERVANTEZ, DVM ·

This Second Amendment to Professional Service Agreement for Pet Sterilization Services between COUNTY OF RIVERSIDE, a political subdivision of the State of California ("COUNTY") and Dr. Cynthia Y. Servantez, DVM ("CONTRACTOR"), herein referred to as the "Second Amendment", dated this 1st day of July, 2018, amends the Agreement as follows:

RECITALS

WHEREAS, the COUNTY's Board of Supervisors on July 21, 2015 in Minute Order 3.6 authorized the Purchasing Agent to execute one year agreements with qualified veterinarians;

WHEREAS, the Agreement authorizes alterations or changes to the Agreement with the approval of the Board of Supervisors of COUNTY and the COUNTY Purchasing Agent, or designee;

WHEREAS, the COUNTY and CONTRACTOR entered into a Professional Service Agreement for Pet Sterilization Services Between County of Riverside and Cynthia Y. Servantez, DVM ("Agreement") for a term commencing March 16, 2017 through June 30, 2017;

WHEREAS, on July 1, 2017, the COUNTY and CONTRACTOR extended the term of the Agreement to June 30, 2018;

WHEREAS, the Parties desire to extend the term of the Agreement and to clarify the commercial liability and professional liability insurance provisions as they relate to relief veterinarians contracted to perform certain professional services for COUNTY as independent contractors; and

WHEREAS, this Second Amendment does not cause an increase or decrease in the cost of, or the time required for the performance under this Agreement.

NOW, THEREFORE, in consideration of the foregoing, COUNTY and CONTRACTOR agree as follows:

- 1. <u>Recitals</u> The recitals set forth above are true and correct and incorporated herein by this reference.
- 2. <u>Agreement Term Extended.</u> The term of the Agreement shall be extended, commencing on July 1, 2018 and terminating on June 30, 2019.
- 3. <u>Section 22.1(B), Commercial General Liability</u>. The Agreement is hereby amended to **del**ete in its entirety Section 22.1(B), Commercial General Liability.

SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT FOR PET STERILIZATION SERVICES

BETWEEN COUNTY OF RIVERSIDE AND DR. CYNTHIA Y. SERVANTEZ, DVM

4. <u>Section 22.1(D)</u>, <u>Professional Liability</u>. The Agreement is hereby amended to delete in its entirety Section 22.1(D), Professional Liability, and replace it in its entirety with the following language:

D. Professional Liability:

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$100,000 per occurrence and \$300,000 annual aggregate.

- 5. Effective Date. The "Effective Date" of this First Amendment shall be July 1, 2018.
- 6. <u>Entire Understanding</u>. The Second Amendment and the Agreement contain the entire understanding and agreement of the Parties. There are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements that are not contained or expressly referred to within this Second Amendment and Agreement.
- 7. <u>Further Assurances</u>. The Parties agree to execute such other documents and to take such other actions as may be necessary to further the purpose of this Second Amendment.
- 8. <u>Agreement in Full Force and Effect</u>. Except as otherwise expressly modified herein, all other terms and conditions of the Agreement remain unmodified and in full force and effect.

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SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT FOR PET STERILIZATION SERVICES BETWEEN COUNTY OF RIVERSIDE AND DR. CYNTHIA Y. SERVANTEZ, DVM

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have caused their duly authorized representatives to execute this Second Amendment.

County of Riverside

Department of Animal Services 6851 Van Buren Blvd. Jurupa Valley, CA 92509

Subcontractor

Cynthia Y. Servantez, Doctor of Veterinary Medicine

Name: Tina Grande

Name: Cynthia Y. Servantez, DVM

Title: Asst. Director Purchasing and Fleet Services Title: Doctor of Veterinary Medicine

Date:

Date:

APPROVED AS TO FORM

GREGORY P. PRIAMOS County Counsel

FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT FOR PET STERILIZATION SERVICES BETWEEN COUNTY OF RIVERSIDE AND DR. LEONARD S. SAUER, DVM

This First Amendment to Professional Service Agreement for Pet Sterilization Services between COUNTY OF RIVERSIDE, a political subdivision of the State of California ("COUNTY") and Dr. Leonard S. Sauer, DVM ("CONTRACTOR"), herein referred to as the "First Amendment", dated this 16th day of October, 2018, amends the Agreement as follows:

RECITALS

WHEREAS, the COUNTY and CONTRACTOR entered into a Professional Service Agreement for Pet Sterilization Services Between County of Riverside and Anaheim Veterinary Associates Inc. Leonard S. Sauer, DVM ("Agreement") for a term commencing July 21, 2015 through June 30, 2020;

WHEREAS, the COUNTY's Board of Supervisors ratified and approved the Agreement for pet sterilization services on July 21, 2015, in Minute Order 3.6;

WHEREAS, the Agreement authorizes alterations or changes to the Agreement with the approval of the Board of Supervisors of COUNTY and the COUNTY Purchasing Agent, or designee;

WHEREAS, the Parties desire to clarify the commercial liability and professional liability insurance provisions as they relate to relief veterinarians contracted to perform certain professional services for COUNTY as independent contractors; and

WHEREAS, this First Amendment does not cause an increase or decrease in the cost of, or the time required for the performance under this Agreement.

NOW, THEREFORE, in consideration of the foregoing, COUNTY and CONTRACTOR agree as follows:

- 1. <u>Recitals</u> The recitals set forth above are true and correct and incorporated herein by this reference.
- 2. <u>Section 22.1(B), Commercial General Liability</u>. The Agreement is hereby amended to delete in its entirety Section 22.1(B), Commercial General Liability.
- 3. <u>Section 22.1(D), Professional Liability</u>. The Agreement is hereby amended to delete in its entirety Section 22.1(D), Professional Liability, and replace it in its entirety with the following language:

D. Professional Liability:

FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT FOR PET STERILIZATION SERVICES BETWEEN COUNTY OF RIVERSIDE AND DR. LEONARD S. SAUER, DVM.

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$100,000 per occurrence and \$300,000 annual aggregate.

- 4. Effective Date. The "Effective Date" of this First Amendment shall be October 16, 2018.
- 5. Entire Understanding. The First Amendment and the Agreement contain the entire understanding and agreement of the Parties. There are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements that are not contained or expressly referred to within this First Amendment and Agreement.
- 6. <u>Further Assurances</u>. The Parties agree to execute such other documents and to take such other actions as may be necessary to further the purpose of this First Amendment.
- 7. Agreement in Full Force and Effect. Except as otherwise expressly modified herein, all other terms and conditions of the Agreement remain unmodified and in full force and effect.

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FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT FOR PET STERILIZATION SERVICES

PET STERILIZATION SERVICES BETWEEN COUNTY OF RIVERSIDE AND DR. LEONARD S. SAUER, DVM

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have caused their duly authorized representatives to execute this First Amendment.

County of Riverside
Department of Animal Services
6851 Van Buren Blvd.
Jurupa Valley, CA 92509

Subcontractor
Dr. Leonard S. Sauer

By: Li Rollidux

Name: Tina Grande

The state of the s

Name: Leonard S. Sauer, DVM

Title: Asst. Director Purchasing and Fleet Services Title: Doctor of Veterinary Medicine

Date:

Date: 9/84/18

APPROVED AS TO FORM

GREGORY P. PRIAMOS
County Counsel

By

Amrit P. Dhillon

FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT FOR PET STERILIZATION SERVICES BETWEEN COUNTY OF RIVERSIDE AND DR. RONALD C. FRIEDLANDER, DVM

This First Amendment to Professional Service Agreement for Pet Sterilization Services between COUNTY OF RIVERSIDE, a political subdivision of the State of California ("COUNTY") and Dr. Ronald C. Friedlander, DVM ("CONTRACTOR"), herein referred to as the "First Amendment", dated this 16th day of October, 2018, amends the Agreement as follows:

RECITALS

WHEREAS, the COUNTY and CONTRACTOR entered into a Professional Service Agreement for Pet Sterilization Services Between County of Riverside and Dr. Ronald C. Friedlander, DVM ("Agreement") for a term commencing July 21, 2015 through June 30, 2020;

WHEREAS, the COUNTY's Board of Supervisors ratified and approved the Agreement for pet sterilization services on July 21, 2015, in Minute Order 3.6;

WHEREAS, the Agreement authorizes alterations or changes to the Agreement with the approval of the Board of Supervisors of COUNTY and the COUNTY Purchasing Agent, or designee;

WHEREAS, the Parties desire to clarify the commercial liability and professional liability insurance provisions as they relate to relief veterinarians contracted to perform certain professional services for COUNTY as independent contractors; and

WHEREAS, this First Amendment does not cause an increase or decrease in the cost of, or the time required for the performance under this Agreement.

NOW, THEREFORE, in consideration of the foregoing, COUNTY and CONTRACTOR agree as follows:

- 1. <u>Recitals</u> The recitals set forth above are true and correct and incorporated herein by this reference.
- 2. <u>Section 22.1(B), Commercial General Liability</u>. The Agreement is hereby amended to delete in its entirety Section 22.1(B), Commercial General Liability.
- 3. <u>Section 22.1(D), Professional Liability</u>. The Agreement is hereby amended to delete in its entirety Section 22.1(D), Professional Liability, and replace it in its entirety with the following language:

FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT FOR PÉT STERILIZATION SERVICES BETWEEN COUNTY OF RIVERSIDE AND DR. RONALD C. FRIEDLANDER, DVM

D. Professional Liability:

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$100,000 per occurrence and \$300,000 annual aggregate.

- 4. <u>Effective Date</u>. The "Effective Date" of this First Amendment shall be October 16, 2018.
- 5. <u>Entire Understanding</u>. The First Amendment and the Agreement contain the entire understanding and agreement of the Parties. There are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements that are not contained or expressly referred to within this First Amendment and Agreement.
- 6. <u>Further Assurances</u>. The Parties agree to execute such other documents and to take such other actions as may be necessary to further the purpose of this First Amendment.
- 7. <u>Agreement in Full Force and Effect</u>. Except as otherwise expressly modified herein, all other terms and conditions of the Agreement remain unmodified and in full force and effect.

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FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT FOR PET STERILIZATION SERVICES BETWEEN COUNTY OF RIVERSIDE AND DR. RONALD C. FRIEDLANDER, DVM

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have caused their duly authorized representatives to execute this First Amendment.

County of Riverside

Department of Animal Services 6851 Van Buren Blvd. Jurupa Valley, CA 92509

Subcontractor

Ronald C. Friedlander, Doctor of Veterinary Medicine

By:

Name: Tina Grande

Name: Ronald C. Friedlander, DVM

Title: Asst. Director Purchasing and Fleet Services Title: Doctor of Veterinary Medicine

Date:

APPROVED AS TO FORM

GREGORY P. PRIAMOS County Counsel

Amrit'P. Dhillon

FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT FOR PET STERILIZATION SERVICES BETWEEN COUNTY OF RIVERSIDE AND CIRCLE H VETERINARY HOSPITAL

This First Amendment to Professional Service Agreement for Pet Sterilization Services between COUNTY OF RIVERSIDE, a political subdivision of the State of California ("COUNTY") and Circle H Veterinary Hospital ("CONTRACTOR"), herein referred to as the "First Amendment", dated 16th day of October, 2018, amends the Agreement as follows:

RECITALS

WHEREAS, the COUNTY and CONTRACTOR entered into a Professional Service Agreement for Pet Sterilization Services Between County of Riverside and Circle H Veterinary Hospital ("Agreement") for a term commencing July 21, 2015 through June 30, 2020;

WHEREAS, the COUNTY's Board of Supervisors ratified and approved the Agreement for pet sterilization services on July 21, 2015, in Minute Order 3.6;

WHEREAS, the Agreement authorizes alterations or changes to the Agreement with the approval of the Board of Supervisors of COUNTY and the COUNTY Purchasing Agent, or designee;

WHEREAS, the Parties desire to clarify the professional liability insurance provisions as they relate to relief veterinarians contracted to perform certain professional services for COUNTY as independent contractors; and

WHEREAS, this First Amendment does not cause an increase or decrease in the cost of, or the time required for the performance under this Agreement.

NOW, THEREFORE, in consideration of the foregoing, COUNTY and CONTRACTOR agree as follows:

- 1. <u>Recitals</u> The recitals set forth above are true and correct and incorporated herein by this reference.
- 2. <u>Section 22.1(D), Professional Liability</u>. The Agreement is hereby amended to delete in its entirety Section 22.1(D), Professional Liability, and replace it in its entirety with the following language:

D. Professional Liability:

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$100,000 per occurrence and \$300,000 annual aggregate.

FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT FOR PET STERILIZATION SERVICES

BETWEEN COUNTY OF RIVERSIDE AND CIRCLE H VETERINARY HOSPITAL

- 3. <u>Effective Date</u>. The "Effective Date" of this First Amendment shall be October 16, 2018.
- 4. <u>Entire Understanding</u>. The First Amendment and the Agreement contain the entire understanding and agreement of the Parties. There are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements that are not contained or expressly referred to within this First Amendment and Agreement.
- 5. <u>Further Assurances</u>. The Parties agree to execute such other documents and to take such other actions as may be necessary to further the purpose of this First Amendment.
- 6. Agreement in Full Force and Effect. Except as otherwise expressly modified herein, all other terms and conditions of the Agreement remain unmodified and in full force and effect.

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FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT FOR PET STERILIZATION SERVICES BETWEEN COUNTY OF RIVERSIDE AND CIRCLE H VETERINARY HOSPITAL

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have caused their duly authorized representatives to execute this First Amendment.

County of Riverside Department of Animal Services	Subcontractor Circle H.
6851 Van Buren Blyd.	Circle H Veterinary Hospital
Jurupa Valley, CA 92509	
By: Boladude	By
Name: Tina Grande	Name: Steven Montgomery
Title: Asst. Director Purchasing and Fleet Services	Title: Doctor of Veterinary Medicine and Owner of Circle H Veterinary Hospital
Date:	Date: 9 23 1 \$
	Date.

APPROVED AS TO FORM

GREGORY P. PRIAMOS County Counsel

Amrit P. Dhillon
Deputy County Counsel

FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT FOR PET STERILIZATION SERVICES BETWEEN COUNTY OF RIVERSIDE AND DR. PHILIP G. WEIDA, DVM

This First Amendment to Professional Service Agreement for Pet Sterilization Services between COUNTY OF RIVERSIDE, a political subdivision of the State of California ("COUNTY") and Philip G. Weida, DVM ("CONTRACTOR"), herein referred to as the "First Amendment", dated this 16th day of October, 2018, amends the Agreement as follows:

RECITALS

WHEREAS, the COUNTY and CONTRACTOR entered into a Professional Service Agreement for Pet Sterilization Services Between County of Riverside and Dr. Philip G. Weida, DVM ("Agreement") for a term commencing July 21, 2015 through June 30, 2020;

WHEREAS, the COUNTY's Board of Supervisors ratified and approved the Agreement for pet sterilization services on July 21, 2015, in Minute Order 3.6;

WHEREAS, the Agreement authorizes alterations or changes to the Agreement with the approval of the Board of Supervisors of COUNTY and the COUNTY Purchasing Agent, or designee;

WHEREAS, the Parties desire to clarify the commercial liability and professional liability insurance provisions as they relate to relief veterinarians contracted to perform certain professional services for COUNTY as independent contractors; and

WHEREAS, this First Amendment does not cause an increase or decrease in the cost of, or the time required for the performance under this Agreement.

NOW, THEREFORE, in consideration of the foregoing, COUNTY and CONTRACTOR agree as follows:

- 1. <u>Recitals</u> The recitals set forth above are true and correct and incorporated herein by this reference.
- 2. <u>Section 22.1(B), Commercial General Liability</u>. The Agreement is hereby amended to delete in its entirety Section 22.1(B), Commercial General Liability.
- 3. <u>Section 22.1(D), Professional Liability</u>. The Agreement is hereby amended to delete in its entirety Section 22.1(D), Professional Liability, and replace it in its entirety with the following language:

D. Professional Liability:

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$100,000 per occurrence and \$300,000 annual aggregate.

FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT FOR PET STERILIZATION SERVICES BETWEEN COUNTY OF RIVERSIDE AND DR. PHILIP G. WEIDA, DVM

- 4. <u>Effective Date</u>. The "Effective Date" of this First Amendment shall be October 16, 2018.
- 5. <u>Entire Understanding</u>. The First Amendment and the Agreement contain the entire understanding and agreement of the Parties. There are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements that are not contained or expressly referred to within this First Amendment and Agreement.
- 6. <u>Further Assurances</u>. The Parties agree to execute such other documents and to take such other actions as may be necessary to further the purpose of this First Amendment.
- 7. Agreement in Full Force and Effect. Except as otherwise expressly modified herein, all other terms and conditions of the Agreement remain unmodified and in full force and effect.

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FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT FOR PET STERILIZATION SERVICES BETWEEN COUNTY OF RIVERSIDE AND DR. PHILIP G. WEIDA, DVM

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have caused their duly authorized representatives to execute this First Amendment.

County of Riverside

Department of Animal Services 6851 Van Buren Blvd. Jurupa Valley, CA 92509 **Subcontractor**

Philip G. Weida, Doctor of Veterinary Medicine

By: Wildfull

By: P. S. Veida, Dom

Name: Tina Grande

Name: Philip G. Weida, DVM

Title: Asst. Director Purchasing and Fleet Services Title: Doctor of Veterinary Medicine

Date:

10/10/18

Date:

10-3-2018

APPROVED AS TO FORM

GREGORY P. PRIAMOS County Counsel

Bv:

Amril P. Dhillon

FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT FOR PET STERILIZATION SERVICES BETWEEN COUNTY OF RIVERSIDE AND DR. BRADLEY BRUNSKILL, DVM

This First Amendment to Professional Service Agreement for Pet Sterilization Services between COUNTY OF RIVERSIDE, a political subdivision of the State of California ("COUNTY") and Dr. Bradley Brunskill, DVM ("CONTRACTOR"), herein referred to as the "First Amendment", dated this 16th day of October, 2018, amends the Agreement as follows:

RECITALS

WHEREAS, the COUNTY and CONTRACTOR entered into a Professional Service Agreement for Pet Sterilization Services Between County of Riverside and Bradley Brunskill, DVM ("Agreement") for a term commencing July 21, 2015 through June 30, 2020;

WHEREAS, the COUNTY's Board of Supervisors ratified and approved the Agreement for pet sterilization services on July 21, 2015, in Minute Order 3.6;

WHEREAS, the Agreement authorizes alterations or changes to the Agreement with the approval of the Board of Supervisors of COUNTY and the COUNTY Purchasing Agent, or designee;

WHEREAS, the Parties desire to clarify the commercial liability and professional liability insurance provisions as they relate to relief veterinarians contracted to perform certain professional services for COUNTY as independent contractors; and

WHEREAS, this First Amendment does not cause an increase or decrease in the cost of, or the time required for the performance under this Agreement.

NOW, THEREFORE, in consideration of the foregoing, COUNTY and CONTRACTOR agree as follows:

- 1. <u>Recitals</u> The recitals set forth above are true and correct and incorporated herein by this reference.
- 2. <u>Section 22.1(B), Commercial General Liability</u>. The Agreement is hereby amended to delete in its entirety Section 22.1(B), Commercial General Liability.
- 3. <u>Section 22.1(D), Professional Liability</u>. The Agreement is hereby amended to delete in its entirety Section 22.1(D), Professional Liability, and replace it in its entirety with the following language:

D. Professional Liability:

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a

FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT FOR PET STERILIZATION SERVICES

BETWEEN COUNTY OF RIVERSIDE AND DR. BRADLEY BRUNSKILL, DVM

limit of liability of not less than \$100,000 per occurrence and \$300,000 annual aggregate.

- 4. <u>Effective Date</u>. The "Effective Date" of this First Amendment shall be October 16, 2018.
- 5. <u>Entire Understanding</u>. The First Amendment and the Agreement contain the entire understanding and agreement of the Parties. There are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements that are not contained or expressly referred to within this First Amendment and Agreement.
- 6. <u>Further Assurances</u>. The Parties agree to execute such other documents and to take such other actions as may be necessary to further the purpose of this First Amendment.
- 7. Agreement in Full Force and Effect. Except as otherwise expressly modified herein, all other terms and conditions of the Agreement remain unmodified and in full force and effect.

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FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT FOR PET STERILIZATION SERVICES BETWEEN COUNTY OF RIVERSIDE AND DR. BRADLEY BRUNSKILL, DVM

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have caused their duly authorized representatives to execute this First Amendment.

County of Riverside

Department of Animal Services 6851 Van Buren Blvd. Jurupa Valley, CA 92509

Subcontractor

Bradley Brunskill, Doctor of Veterinary Medicine

By: Bradley Brunskill Dum

Name: Tina Grande

Name: Bradley Brunskill, DVM

Title: Asst. Director Purchasing and Fleet Services Title: Doctor of Veterinary Medicine

Date:

Date:

Oct 4, 2018

APPROVED AS TO FORM

GREGORY P. PRIAMOS County Counsel