

**FIRST AMENDMENT**  
**to Agreement between the**  
**City of Chula Vista**  
**and**  
**DR. LANCE J. GIBSON, DVM**  
**For RELIEF VETERINARY SERVICES AT THE CHULA VISTA ANIMAL CARE**  
**FACILITY**

This FIRST AMENDMENT "Amendment" is entered into effective as of January 17, 2017 "Effective Date" by and between the City of Chula Vista ("City") and DR. LANCE J. GIBSON, DVM "Consultant" with reference to the following facts:

**RECITALS**

WHEREAS, City and Consultant previously entered into AGREEMENT BETWEEN CITY OF CHULA VISTA AND DR. LANCE J. GIBSON, DVM FOR RELIEF VETERINARY SERVICES AT THE CHULA VISTA ANIMAL CARE FACILITY "Original Agreement" on January 23, 2015; and

WHEREAS, City and Consultant desire to amend the Agreement to increase the maximum annual compensation based on need as more specifically set forth below; and


NOW, THEREFORE, in consideration of the above recitals and the mutual obligations of the parties set forth herein, City and Consultant agree as follows:

1. Exhibit A, entitled Amended and Restated Scope of Work and Payment Terms is hereby attached hereto and incorporated herein by this reference.
2. Except as expressly provided herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.
3. Each party represents that it has full right, power and authority to execute this FIRST Amendment and to perform its obligations hereunder, without the need for any further action under its governing instruments, and the parties executing this Amendment on the behalf of such party are duly authorized agents with authority to do so.

**SIGNATURE PAGE TO FIRST  
AMENDMENT  
TO  
ENTER ORIGINAL AGREEMENT TITLE**

DR. LANCE J. GIBSON, DVM

CITY OF CHULA VISTA

BY:  12-28-16  
DR. LANCE J. GIBSON, DVM

BY: \_\_\_\_\_  
GARY HALBERT  
CITY MANAGER

APPROVED AS TO FORM

BY: \_\_\_\_\_  
GLEN R. GOOGINS  
CITY ATTORNEY

**EXHIBIT A**  
**AMENDED AND RESTATED**  
**SCOPE OF WORK AND PAYMENT TERMS**

**1. Contact People for Contract Administration and Legal Notice**

**A. City Contract Administration:**

Amanda Mills  
276 Fourth Ave.  
Chula Vista, CA 91910  
619-476-2480  
[amills@chulavistaca.gov](mailto:amills@chulavistaca.gov)

For Legal Notice Copy to:

City of Chula Vista  
City Attorney  
276 Fourth Avenue, Chula Vista, CA 91910  
619-691-5037  
[CityAttorney@chulavistaca.us](mailto:CityAttorney@chulavistaca.us)

**B. Contractor/Service Provider Contract Administration:**

DR. LANCE J. GIBSON, DVM  
10691 Oak Creek Dr.  
Lakeside, CA 92040  
[lancegibsondvm@hotmail.com](mailto:lancegibsondvm@hotmail.com)

**2. Required Services**

**A. General Description:**

Contractor shall work periodically as scheduled to provide Shelter Medicine services.

**B. Detailed Description:**

Contractor shall serve as Shelter Veterinarian with services to include but not limited to the following:

- (1) Contractor shall perform daily rounds of all animals to check for any signs of disease.
- (2) Contractor shall isolate and medicate all sick animals.
- (3) Contractor shall perform and/or supervise daily treatments for all sick and injured animals.
- (4) Contractor shall keep current all medical protocols and procedures ensuring that all staff are kept abreast of requirements and performing accordingly.
- (5) Contractor shall perform medical procedures using sedation and anesthesia.

(6) Contractor shall work closely with the Animal Care Manager to ensure strong coordination within the medical team and between the medical team and all Shelter personnel to ensure that the best care is being provided to the animals and that the Shelter is delivering the best customer service possible.

3. **Term:** In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin January 23, 2015 and end on January 23, 2017 for completion of all Required Services.

**4. Compensation:**

A. Form of Compensation

Time and Materials. For performance of the Defined Services by Contractor/Service Provider as herein required, City shall pay Contractor/Service Provider for the productive hours of time spent by Contractor/Service Provider in the performance of said Services, at the rates or amounts as indicated below:

\$90/hr beginning 7/1/15

B. Reimbursement of Costs

None, the compensation includes all costs

**AND**

Notwithstanding the foregoing, the maximum amount to be paid to the Consultant for services performed through January 23, 2017 shall not exceed \$89,500. If the City exercises its option to extend the Agreement, the amount to be paid to the Consultant for services provided during the term of that extension shall not exceed \$60,000 per fiscal year. If the City exercises all additional options to extend the Agreement, the total amount to be paid to the Consultant for services provided during the initial and optional extension periods shall not exceed \$269,500.

**5. Special Provisions:**

None