

ORIGINAL

655-S0711

AGREEMENT FOR SERVICES

#558-PHD1106

with

**THE GRACE FOUNDATION
OF NORTHERN CALIFORNIA**

for

Shelter Services Provided for County Livestock

AMENDMENT I

THIS AMENDMENT to that AGREEMENT made and entered into February 13, 2007, by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and The Grace Foundation of Northern California, a California non-profit corporation, duly qualified to conduct business in California, whose principal place of business is 5780 Latigo Lane, El Dorado Hills, CA, 95762 (hereinafter referred to as "Contractor"), the effective date of which shall be February 13, 2007;

WITNESSETH

WHEREAS, Contractor has been engaged by County to provide secure shelter and care for livestock in the custody and care of County's Animal Services division in accordance with Agreement for Services #655-S0711, dated February 13, 2007, incorporated herein and made by reference a part hereof ; and

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE I—Scope** and **ARTICLE III—Compensation for Services**.

NOW, THEREFORE, the parties do hereby agree that Agreement for Services #655-S0711 shall be amended a first time as follows:

ARTICLE I

Scope of Services: Contractor agrees to provide the following to County's Animal Services Division (herein referred to as EDAS):

- Secure shelter and care for livestock in the custody and care of County, as well as livestock in protective custody.
- Access to the Grace Foundation Ranch and County livestock at all times. Veterinarians who contract with EDAS will also be provided access to County livestock, as needed, for their care and treatment.
- Shelter services shall consist of secure pens, shelters and stalls, as well as pasture space provided for large animals. County animals will be sheltered separately from other animals while in the care of Contractor.
- County equine and other large livestock will be handled only by Grace Foundation equine and large animal staff as well as trained and approved volunteers. Volunteers will be at least eighteen years of age.
- Feeding programs and schedules will be designed by Grace Foundation Veterinarian staff and/or County contract veterinarians in consultation with Contractor and Chief Animal Control Officer or designee.

Care of livestock provided by Contractor shall consist of:

Basic Services

- Feeding two to three times per day, based on animals' needs and EDAS direction.
- Fresh water continually available.
- Daily cleaning of pens or stalls / routine barn care.
- Purchase of all feed and supplies.
- Coordination among EDAS, Contractor, County contract veterinarians, and/or Contractor veterinary staff relative to veterinary services required; provision of appropriate veterinary services in conformity with all applicable animal laws, regulations and standards of care. Contractor will notify and consult with EDAS staff prior to providing non-emergency veterinary care. In the case of an emergency, Contractor will provide veterinary services as medically indicated and notify EDAS staff in a timely manner, normally within 24 hours.
- Caretaker on ranch, twenty-four hours per day, seven days per week.
- Farrier services.
- Grooming and handling of animals. This may include but is not limited to bathing, shearing, hoof care, etc.
- Documentation of all care provided.
- Photo documentation of each animal at the beginning of animal's stay at Contractor's facilities and ongoing throughout its stay.

Specialized Services

Specialized services (those not defined in Basic Services) will be provided on a case by case basis as authorized by the Chief Animal Control Officer or designee. Specialized services may include, but are not necessarily limited to:

- 1) Castration – all non-neutered male animals shall be castrated to ensure adoptability.
- 2) Euthanasia deemed necessary by County contract veterinarians and/or Contractor veterinary staff.
- 3) Necropsy.
 - a) Necropsy may be required to confirm cause of death and look for prior medical issues. Necropsy validates veterinarian diagnosis of need to euthanize and/or confirms cause of death.
 - b) Animals requiring necropsy will be transported to an appropriate facility equipped specific to the size and breed of animal. Grace Foundation will be reimbursed for both transportation and necropsy, as specified in Exhibit A-1, attached.
- 4) Disposal of animal remains.
- 5) Vaccinations, supplements (such as Vitamin B complex), and worming medication. Contractor may administer appropriate three-way or five-way vaccinations, supplements, and worming medications to animals in County care, according to Contractor's protocols, or as medically indicated. If administered to County animals, Contractor's invoices will include charges for the cost of vaccines, supplements, and worming medications and identification of the animal receiving these services. All vaccinations and medications for animals in protective custody of County will be administered by Grace Foundation veterinary staff, or County contract veterinarians. Contractor will strive to administer vaccinations within forty-eight (48) hours of the animal's intake.
- 6) Transportation: As approved by the Chief Animal Control Officer or designee, Contractor will transport (trailer) animals between Contractor's facilities and other designated locations for various purposes, including but not limited to: retrieval of animals being seized by Animal Services; transportation of animals requiring medical care beyond that available on site at Grace Foundation; transportation of deceased animals for purposes of necropsy or disposal.
- 7) Other specialized medical treatment or animal care services as authorized by Chief Animal Control Officer or designee.

ARTICLE III, Compensation for Services is amended to read as follows: Payment to Contractor shall not exceed \$180,000.00 over the term of the contract per the fees listed in Exhibit A, Amendment I. County shall pay for Contractor services in arrears within 45 days of receipt of original invoices which reflect detail regarding period being billed, services performed, compensation due for each service, and total compensation due for all services.

Invoices are to be submitted to El Dorado County Animal Services, 415 Placerville Drive, Suite N, Placerville, CA 95667.

//

//

//

Except as herein amended, all other parts and sections of that Agreement #655-S0711 shall remain unchanged and in full force and effect.

REQUESTING DEPARTMENT HEAD CONCURRENCE

By: Gayle Erbe-Hamlin
Gayle Erbe-Hamlin, Director
Public Health Department

Date: 7/17/08

//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #655-S0711 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chairman
Board of Supervisors
"County"


ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

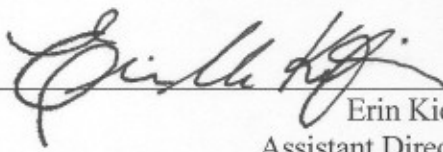
By: _____ Date: _____
Deputy Clerk

-- CONTRACTOR --

Dated: 7/18/08

THE GRACE FOUNDATION OF NORTHERN CALIFORNIA,
A CALIFORNIA NON-PROFIT CORPORATION

By: 
Beth DeCaprio
Executive Director
"Contractor"

By: 
Erin Kielty
Assistant Director
"Contractor"

SCHEDULE OF FEES
The Grace Foundation of Northern California

Monthly Fee \$500.00

Daily Shelter and Care Fees

Horses	20.00
Cattle	20.00
Burros/donkeys	20.00
Llamas	15.00
Pigs	15.00
Sheep	10.00
Emus	10.00
Goats	5.00
Fowl	5.00
Miscellaneous large animals over 75 lbs	20.00
Miscellaneous small animals 25-75 lbs	15.00
Miscellaneous small animals under 25 lbs	5.00

Standard Care for Horses:

1. Impound examination by Veterinarian
2. Vaccinations
3. Worming
4. Teeth floating (standard and power float as directed by veterinarian – including sedation).
5. Corrective farrier trimming

Total Charge \$260.00 per horse

Other Fees

Not to Exceed

- | | | |
|-----------------------------------|-----------------------------------------|-----------------|
| 1. Farrier Service | \$500.00 | per event |
| 2. Hoof care | \$100.00 | per animal |
| 3. Vaccines | \$100.00 | per application |
| 4. Worming Medications | \$30.00 | per application |
| 5. Supplements | \$25.00 | per application |
| 6. Castration (includes sedation) | | |
| a. Animals over 75 lbs | \$200.00 | |
| b. Animals under 75 lbs | 150.00 | |
| 7. Euthanasia | | |
| a. Animals over 75 lbs | \$125.00 | |
| b. Animals under 75 lbs | 75.00 | |
| 8. Necropsy & Disposal of remains | Actual Cost (Original invoice required) | |

Transportation Service (per occurrence) \$50 plus mileage per current IRS Rate