

AGREEMENT FOR SERVICES #4735
AMENDMENT III

This Third Amendment to that Agreement for Services #4735, is made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Animal Outreach of the Mother Lode, a non-profit California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 6101 Enterprise Drive, Suite B, Diamond Springs, California 95619; (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide veterinary services on an “as needed” basis for animals seized by, or otherwise taken into care by County, in accordance with Agreement for Services #4735, dated March 5, 2020, Amendment I, dated June 29, 2020, and Amendment II, dated January 24, 2023, incorporated herein and made by reference a part hereof;

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of June 30, 2023 for six (6) months, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$60,000, and to include a new fee schedule for the extended term of the Agreement, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit A**, marked “Amended Rate Schedule” incorporated herein and made by reference a part hereof;

WHEREAS, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution of this Third Amendment to that Agreement #4735.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this Third Amendment to Agreement #4735 on the following terms and conditions:

1) **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement is effective upon final signature by the parties hereto and shall cover the term July 1, 2020, through December 31, 2023.

- 2) **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services:

1. County agrees to pay Contractor within forty-five (45) days of receipt and approval of invoice, per the price defined in Amended Exhibit A, and/or the price approved by the Chief Animal Control Officer, or designee, for those services not included on the Rate Schedule.
2. Upon request by County, Contractor shall provide a fee estimate prior to initiation of services, including the cost of procedures under “general surgery,” which are not defined on Amended Exhibit A. Once an animal is actively receiving services, if Contractor anticipates that the cost of such services may exceed \$500, Contractor shall notify the Chief Animal Control Officer, or designee.
3. Should an animal’s injuries require treatment from a veterinarian which has facilities and/or specialized treatment methods, Contractor shall obtain prior written approval from the Chief Animal Control Officer, or designee, prior to that animal being treated by the other veterinarian.
4. When treatment of an animal is outsourced, County agrees to pay Contractor within forty-five (45) days of receipt and approval of an invoice issued separately by Contractor and that is accompanied by that veterinarian’s itemized invoice to Contractor.

For the period beginning July 1, 2023, and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with **Amended Exhibit A**, marked “Amended Rate Schedule”, incorporated herein and made by reference a part hereof.

For the period beginning June 29, 2020 and continuing until June 30, 2023 the billing rates shall be in accordance with **Exhibit A**, marked “Rate Schedule,” incorporated herein and made by reference a part hereof.

For the period beginning March 5, 2020 and continuing until June 28, 2020, the billing rates shall be in accordance with **Exhibit A**, marked “Rate Schedule,” incorporated herein and made by reference a part hereof.

- 3) **ARTICLE IV, Maximum Obligation**, is hereby added to read as follows:

ARTICLE IV

Maximum Obligation: The maximum contractual obligation under this Agreement shall not exceed \$141,635 for all of the stated services during the term of the Agreement.

Except as herein amended, all other parts and sections of that Agreement #4735 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____

Henry Brzezinski
Manager of Animal Services
Health and Human Services Agency

Dated: _____

Requesting Department Head Concurrence:

By: _____

Olivia Byron-Cooper, MPH
Interim Director
Health and Human Services Agency

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Agreement for Services #4735 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- ANIMAL OUTREACH OF THE MOTHER LODE --

By: _____
Debra Webster
CEO
"Contractor"

Dated: _____

By: _____
Madeline Stewert
Corporate Secretary

Dated: _____

Animal Outreach of the Mother Lode
Amended Exhibit A
Amended Rate Schedule

Service	Type of Service	Species	Public Cost	% off	AS Cost
Canine Neuter < 30 lbs	Surgery	Canine	\$ 174.00	10%	\$156.60
Canine Neuter 30-49 lbs	Surgery	Canine	\$ 193.00	10%	\$173.70
Canine Neuter 50-79 lbs	Surgery	Canine	\$ 211.00	10%	\$189.90
Canine Neuter 80-99 lbs	Surgery	Canine	\$ 230.00	10%	\$207.00
Canine Spay < 30 lbs	Surgery	Canine	\$ 193.00	10%	\$173.70
Canine Spay 30-49 lbs	Surgery	Canine	\$ 211.00	10%	\$189.90
Canine Spay 50-79 lbs	Surgery	Canine	\$ 230.00	10%	\$207.00
Canine Spay 80-99 lbs	Surgery	Canine	\$ 248.00	10%	\$223.20
Canine 1 Litter	Surgery	Canine	\$ 25.04	10%	\$22.54
Canine 2 or more Litters	Surgery	Canine	\$ 83.46	10%	\$75.11
Canine age > 2 yr	Surgery	Canine	\$ 50.07	10%	\$45.06
Canine age > 5 yr	Surgery	Canine	\$ 133.54	10%	\$120.19
Canine Estrus	Surgery	Canine	\$ 40.80	10%	\$36.72
Cryptorchid Abdominal Canine	Surgery	Canine	\$ 275.40	10%	\$247.86
Cryptorchid Abdominal Feline	Surgery	Feline	\$ 73.44	10%	\$66.10
Cryptorchid Inguinal Canine	Surgery	Canine	\$ 73.44	10%	\$66.10
Cryptorchid Inguinal Feline	Surgery	Feline	\$ 36.73	10%	\$33.06
Enucleation Canine	Surgery	Canine	\$ 343.85	10%	\$309.47
Enucleation Feline	Surgery	Feline	\$ 295.44	10%	\$265.90
Feline Neuter	Surgery	Feline	\$ 58.00	10%	\$52.20
Feline Spay	Surgery	Feline	\$ 75.00	10%	\$67.50
Rabbit Neuter	Surgery	Rabbit	\$ 193.00	10%	\$173.70
Rabbit Spay	Surgery	Rabbit	\$ 248.00	10%	\$223.20